



भारत का राजपत्र The Gazette of India

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सं. 9]

नई दिल्ली, शनिवार, फरवरी 26, 1983/फाल्गुन 7, 1904

No 9]

NEW DELHI, SATURDAY, FEBRUARY 26, 1983/PHALGUNA 7, 1904

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह प्रत्येक संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(विधि कार्य विभाग)

सूचनाएं

नई दिल्ली, 7 फरवरी, 1983

का. आ. 1299.—नोटरीज नियम, 1956 के नियम 6 के अन्वय में सूक्ष्म प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राजवंश सिद्धू, एडवोकेट मुख्तार (पंजाब) ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे मुख्तार-पंजाब में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपक्ष इस सूचना के प्रकाशन के चौदह दिनों के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. एफ. 5(7)/83-न्या.]

MINISTRY OF LAW, JUSTICE AND COMPANY
AFFAIRS

(Department of Legal Affairs)

NOTICES

New Delhi, the 7th February, 1983

S.O. 1299.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Raj Bans Sidhu, Advocate Muktsar (Punjab) for appointment as a Notary to practise in Muktsar-Punjab.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(7)/83-Judl.]

का. आ. 1300 :—नोटरीज नियम, 1956 के नियम 6 के अन्वय में सूक्ष्म प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री मोहन हक, एडवोकेट बलीपुर (पं. बंगाल) ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बलीपुर (जि. 24 परगना

New Delhi, the 8th February, 1983

तथा वक्तव्य) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेजे पाये भेजा जाए।

[सं. एफ. 5(11)/83-न्या.]

S.O. 1300.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Shri Mohimul Haq, Advocate, Alipore (District 24-Parganas and Calcutta) for appointment as a Notary to practise in Alipore (24-Parganas and Calcutta).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(11)/83-Judl.]

का. आ. 1301 —नोटरीज नियम, 1956 के नियम 6 के अन्वय में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री तारा मोहन घोष, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे कलकत्ता तथा 24 परगना में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेजे पाये भेजा जाए।

[सं. 5(15)/83-न्या.]

S.O. 1301.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules by Tara Mohan Ghosh, Advocate, 24-Parganas (West Bengal) for appointment as a Notary to practise in Calcutta and 24-Parganas.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(15)/83-Judl.]

नई दिल्ली, 8 फरवरी, 1983

का. आ. 1302 —नोटरीज नियम, 1956 के नियम 6 के अन्वय में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री जगदीश चन्द्र घोष, एडवोकेट जि. सिनिगुड़ी ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जि. सिनिगुड़ी (प. बंगाल) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेजे पाये भेजा जाए।

[सं. एफ. 5(8)/83-न्या.]

S.O. 1302.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Shri Jagdish Chandra Ghosh, Advocate, Siliguri District (West Bengal) for appointment as a Notary to practise in Distt. Siliguri (W. Bengal).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(8)/83-Judl.]

का. आ. 1303 —नोटरीज नियम, 1956 के नियम 6 के अन्वय में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री प्यारे लाल राजादा, एडवोकेट सीतापुर (यू. पी.) ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे सीतापुर (यू. पी.) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेजे पाये भेजा जाए।

[सं. एफ. 5(10)/83-न्या.]

S.O. 1303.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Shri Piare Lal Raizada, Advocate for appointment as a Notary to practise in Sitapur (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(10)/83-Judl.]

का. आ. 1304 —नोटरीज नियम, 1956 के नियम 6 के अन्वय में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सुन्दरम रामामूर्तिगणियम एडवोकेट, मद्रास ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे मद्रास में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में भेजे पाये भेजा जाए।

[सं. एफ. 5(12)/83-न्या.]

S.O. 1304.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Shri Sundaram Ramasubramaniam, Advocate for appointment as Notary to practise in Madras, Tamil Nadu.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(12)/83-Judl.]

का. आ. 1305 —नोटरीज नियम, 1956 के नियम 6 के अन्वय में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री जोहरी बन्धु बन्नीनाल एडवोकेट, बम्बई ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन

इस बात को ध्यान में रखा जाये कि उस बमारी में व्यवसाय करने के लिए नादरी कक्षा में निपुण किया जाय।

2. उक्त व्यक्ति की नाटकी रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिनों के भीतर लिखित रूप में मरगम भेजा जाए।

[x 5(14) 83 २३१]

S.O. 1305. Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules 1956 that application has been made to the said Authority under rule 4 of the said Rules by Shri John Balabhadra Chunnal Advocate for appointment as a Notary to practice in Bombay

2 Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No F-8(14)/85 Indl]

नई दि न ७ फरवर १९८५

का. आ. 1306—नाटरीज नियम, 1950 के नियम 6 के अन्तर्गण में सधाम प्राधिकारी द्वारा यह सचवा दी जाती है कि श्री गन्नाम सिंह, एडवोकेट, जगाधरी (अम्बाला) ने उक्त प्राधिकारी को उक्त नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उस जगाधरी (अम्बाला) में बस-साथ धरन के लिए नाटरी के रूप में नियुक्ति किया जाए।

2. उक्त व्यक्ति की नाटरी क रूप में नियुक्ति पर किसी भी प्रकार का शकष इस सूचना के प्रकाशन क चौदह दिन के भीतर लिखित रूप में मर पास भाग जाण ।

1 म 5 (20) 83 न 1

क मा डा गरवानी, मधुम प्राधिकाग

New Delhi the 9th February 1983

S.O. 1306.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority under rule 4 of the said Rules by Shri Gurnani Singh Advocate Jagadhari Distt Ambala for appointment as a Notary to practise in Jagadhari Distt Ambala.

2 Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F 5 201/83 Judl.]

K C D JANGWANI Competent Authority

1. ^{२५} अर्थिक समान्य कमजोरी (विकास व विकास का वातावरण) प्रशिक्षण देना और उन्हें पुनर्वासित करना। विकास का विकास सामान्य वातावरण प्रशिक्षण पाठ्यक्रम।

- १ याजव पुण जिला कुष्ठ समिति पुण पारयाजवा क लागत समिति का प्राप्त दान स पुरा का जाणी।

१. प्रायजनस्थल पुण जिला कुठ मारान, पुण (डाक्टर बन्दाखाला
काठ अस्थानाल काढावा ता अन्त कर्त

१ अनुसूचन १ वर्ष
पर्याजना
का अवधि

(1) आरम्भ होने के प्रस्तावित तारीख : 1 अक्टूबर 1971

(11) समाप्त होने के सम्बन्ध में तारीख 28 दिसम्बर 1985

१ कन प्र कर्त्तव्य वर्य 1 26 64 104 00 50

(कवन एक कण छान नाख
जामु तज्जग एक सौ चार
रुप।)

उपयुक्त परियोजना के लिए अनुमोदन विम्व नोखन शर्तों के अन्तर्गत
अन्य रूप से होगा अर्थात् —

1. यहाँ कि उक्त सभ्यता इस अनुसंधान पार्थक्यता के लिए प्राप्त
गति जाग उद्विग्न व्यक्त का पुणे जिला बह्य मासमि पुणे के अन्य वृत्त स
मुम्भित ह्य स पृथक् ह्यवर्ग ख 1।

५. जन-संख्या प्रयत्न वक्षः कः ११ इति वैधानिक अनुशासन पर्याप्तता
कः ११ विनियमन प्रयत्न कः ११ इति वक्षः कः ११ इति वक्षः कः ११
प्रत्यक्ष प्रयत्न कः ११ इति वक्षः कः ११ इति वक्षः कः ११ इति वक्षः
विशेष प्रयत्न कः ११ इति वक्षः कः ११ इति वक्षः कः ११ इति वक्षः

१ उनी मा अथवा कतै नबुझाएर बसि मर्यादित
विशेष पालनका साथ बच्चा समाप्त भएतामा उनी अन्तिम
जति पालन सम्बन्धित अथवा अन्तिमका भएतामा।

२. अधिसूचना २१-१९०१ तर् 'वा.प्रमाण्य' हागा ।

पुण १ जेता कट साम १ पुण अय्यर अविनायक १११ क वारा
११ () ११) १ अय्यर अनुमादित क गट है दक्षिण बिल मन्नाय
१ जय्य विभाग अधिसचना म० १७२० (फा म २०३६५५) आई ई एन II
१११ १९५४१

[सं 469; पृ० सं० ०३ 110/82 अट० ट० पृ 11]

મહત્ત ગોપલ જવર મ્પા.ચવ

बित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली 16 जून 1982

आय कर

का.आ.० 1307—5व विभाग व. अधिसूचना सं. 2026 (पा. सं. 203/1307/77 जाटि सं. पं. II) तारीख 20 अक्टूबर 1977 के अनुसार मे सभ धारण की जातकार के विषय अधिसूचित किया जाता है कि भारतीय चिकित्सा अनुसंधान परिषद, नई दिल्ली ने निम्न-लिखित वैज्ञानिक अनुसंधान कार्यक्रम का आरम्भ अधिनियम 1961 के धारा 35 की उपधारा 1(2) के प्रयोजन के लिए नव व पुराने वक्ता क विषय अनुसंधान किया है।

MINISTRY OF FINANCE
(Department of Revenue)

New Delhi the 16th June, 1982

(INCOME TAX)

S O 1307 In continuation of the Department's Notification No 2026 (F No 203 139 77 TA II) dated 20th October 1977 it is hereby notified for general information that the following scientific research programme has been approved for the period specified below for the purposes of sub section (2A).

of Section 35 of the Income-tax Act, 1961 by the Indian Council of Medical Research, New Delhi.

1. Name of the Scientific Research Programme : "Common Workshop" (to bring about vocational training and rehabilitation of handicapped persons—Common vocational training project for the Handicapped).
2. Sponsored by : Poona District Leprosy/Committee, Pune (the cost of the project will be met out of the donations received by the Committee.)
3. Sponsored at : Poona District Leprosy Committee, Pune (Dr. Bendorwalla Leprosy Hospital, Kondhawa and other Centres).
4. Duration of the Project : 8 years.
 - (i) Proposed date of commencement : From 1st October, 1977
 - (ii) Anticipated date of completion : 28th December, 1985
5. Total Estimated expenditure. Rs.1,56,64,104.00 (Rupees One crore fifty-six lakhs sixty four thousand one hundred and four only).

The approval for the above project will be subject to the following conditions :—

1. That the Institution will maintain a separate account of the amount received and expenditure incurred for this research project as distinct from the other expenditure of the Poona District Leprosy Committee, Poona.
2. That the Institute will furnish annual returns of this scientific research project to the Council by 31st May each year at the latest in such form as may be laid down and intimated to them for this purpose.
3. That the Institute will furnish a copy of the annual audited statement of accounts alongwith assets and liabilities to the Council by 31st May each year and in addition to send a copy of it to the concerned Income-tax Commissioner.
4. This notification is valid upto 28-12-1984.

The Poona District Leprosy Committee, Poona has been approved under section 35 (I) (ii) of the Income-tax Act, 1961 vide Ministry of Finance, Department of Revenue, Notification No. 4620 F.No.203/65/82-ITA.(II) dated the 19-5-1982.

[F. No. 4623/203/110/82-ITA II]

M. G. C. GOYAL, Under Secy.

नई दिल्ली, 27 नवम्बर, 1983

(आय-कर)

का. आ. 1308 :—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (4), (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, किंग जार्ज पंचम स्मारक को निर्धारण वर्ष 1983-84 से 1985-86 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 4995/फा. सं. 197/214/82-आ. क. (ए-1)]

New Delhi, the 27th November, 1982

(INCOME-TAX)

S.O. 1308.—In exercise of the powers conferred by clause (iv) of sub-section (23-C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "King George V Memorial" for the purpose of the said Section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 4995/F. No. 197/214/82-II(A)]

(आय-कर)

का. आ. 1309 :—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "कैंसर पैसेंट्स एंड एसोसिएशन" को निर्धारण वर्ष 1982-83 से 1984-85 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 5002/फा. सं. 197/94/82-आ. क. (ए-1)]

(INCOME-TAX)

S.O. 1309.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Cancer Patients Aid Association" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5002/F. No. 197/94/82-II(A)]

(आय-कर)

का. आ. 1310 :—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "ज्ञान प्रबोधिनी" को निर्धारण वर्ष 1983-84 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 4993/फा. सं. 197/178/82-आ. क. (ए-1)]

(INCOME-TAX)

S.O. 1310.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Jnana Probodhini" for the purpose of the said section for the period covered by the assessment year 1983-84.

[No. 4993/F. No. 197/178/81-II(A)]

शुद्धि-पत्र

नई दिल्ली, 16 दिसम्बर, 1982

(आय-कर)

का. आ. 1311.—आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा "इण्डियन मीडिकल एंजकेशनल एंड वेलफेयर रजिस्ट्रार ऑफ सेवन्थ डे एडवेंटिस्ट्स" को अधिसूचित करते हुए, जारी की गई अपनी दिनांक 6 अगस्त, 1982 की अधिसूचना सं. 4857 में निम्नलिखित शुद्धि करती है :—

"आय-कर अधिनियम, 1961 की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए", के स्थान पर "आय-कर अधिनियम,

1961 की धारा 10 की उप-धारा (23-ii) के खण्ड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पढ़ा जाए।

[सं. 5015/फा. सं. 197/51/79-आ. क. (नि.-1)]

मिल्प जैन, अवर सचिव

CORRIGENDUM

New Delhi, the 16th December, 1982

(INCOME-TAX)

S.O. 1311.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby makes the following correction in its Notification No. 4857 dated 6th August, 1982 issued notifying "Indian Medical Education and Welfare Service of Seventh-day Adventists" :—

FOR "In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961".

READ "In exercise of the powers conferred by clause (iv) of sub-section (23C) of Section 10 of the Income-tax Act 1961"

[5015/F. No. 197/51/79-IT(A)]

MILAP JAIN, Under Secy.

आदेश

नई दिल्ली, 10 फरवरी, 1983

स्टाम्प

का. आ. 1312.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त मन्त्र को वाफ करती है जो तमिलनाडु विजली बोर्ड द्वारा प्रमिसरी नोटों के रूप में जारी किए गए केवल सैतीस करोड़ पंचानवे लाख रुपये मूल्य के 7½ प्रतिशत तमिलनाडु बिजली बोर्ड कृष्ण 1997 पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[संख्या 3/83-स्टाम्प फा. सं. 33/44/82-वि.क.]

भगवान दास, अवर सचिव

ORDER

New Delhi, the 10th February, 1983

STAMPS

S.O. 1312.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which 7½% Tamil Nadu Electricity Board loan 1997 in the nature of promissory notes to the value of rupees thirtyseven crores and ninetyfive lakhs only issued by the Tamil Nadu Electricity Board are chargeable under the said Act.

[No. 3/83-Stamp. I. No. 33/44/82-ST]

BHAGWAN DAS Under Secy

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 11 फरवरी, 1983

का. 31. 1313.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की निष्कारिका पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की तौमरी अनुसूची के फार्म "क" के साथ संलग्न टिप्पणी (च) के उपबन्ध, 31 दिसम्बर, 1982 की मिति के अनुसार नगर किये गए स्टेट बैंक आफ मैसूर के तुलन पत्र पर लागू नहीं होंगे जोकि उक्त फार्म की सम्पत्ति तथा परिसम्पत्ति शीर्ष की मद 4 अ उप-शीर्ष (2), (3), (4) और (5) के समूह अन्दर के बायम ग विभाग ग मूल्य के उस उप-शीर्ष के अन्तर्गत निवेशों के बाजार मूल्य से बढ़ जाने पर उस उपशीर्ष के अन्तर्गत किये गए निवेशों का बाजार मूल्य कोटकों के अन्दर अन्त से दिखाता है।

[संख्या 15/2/83-बी.31.-3]

एन. आर. कटारिया, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 11th February, 1983

S.O. 1313.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the Form 'A' in the Third Schedule to the said Act shall not apply to the State Bank of Mysore in respect of its balance sheet as at the 31st December, 1982, which, when the value shown in the inner column against any of the sub-heads (ii) (iii), (iv) and (v) of the item 4 of the Property and Assets side of the said form exceeds the market value of the investments under that sub-head, shows separately within brackets the market value of the investments under that sub-head.

[No. 15/2/83-B.O. III]

I. R. KATARIA, Under Secy.

(व्यय विभाग)

नई दिल्ली, 16 फरवरी, 1983

का. आ. 1314.—राष्ट्रपति, संविधान के अनुच्छेद 77 के खण्ड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वित्तीय शक्तियों का प्रयोगायोग नियम, 1978 का और संशोधन करने के लिए निम्नलिखित नियम दंगत हैं, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम वित्तीय शक्तियों का प्रयोगायोग (प्रथम संशोधन) नियम, 1983 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. उक्त नियमों की अनुसूची 6 में, नगरणी के नीचे "टिप्पणी" में "एक रुपया" शब्दों के स्थान पर "एक रुपया और पचास पैसे" शब्द रखे जाएंगे।

3. उक्त नियमों की अनुसूची 7 में, "मोटर गाड़ों और मोटर साइकिलों का निष्प्रयोज्य ठहराया जाना" परिधि के समूह स्वम्भ 3 के नीचे विद्यमान पैरा (ख) को पैरा (ग) के रूप में पढ़ा जाएगा और निम्नलिखित पैरा (ग) के रूप में अन्त-स्थापित किया जाएगा, अर्थात् :—

"(ग) चलाई गई दूरी 10,000 किगोमीटर 10 रुप का अर्द्ध जो भी ढेर से आए ट्रेक्टर के जीवन के रूप में ली जाएगी।"

टिप्पण—वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 अधिसूचना सं. का. आ. 2131 द्वारा भारत के राजपत्र भाग 2, खण्ड (3), उप-खण्ड (2), तारीख 22 जुलाई, 1978 को प्रकाशित किए गए और तदनुसार निम्नलिखित द्वारा संशोधित किए गए—

- (1) अधिसूचना सं. का. आ. 1887, तारीख 9-6-1979 ;
- (2) अधिसूचना सं. का. आ. 2942, तारीख 1-9-1979 ;
- (3) अधिसूचना सं. का. आ. 2611, तारीख 4-10-1980 ;
- (4) अधिसूचना सं. का. आ. 2164, तारीख 15-8-1981 ;
- (5) अधिसूचना सं. का. आ. 2304, तारीख 5-9-1981 ;
- (6) अधिसूचना सं. का. आ. 3073, तारीख 4-9-1982 ;
- (7) अधिसूचना सं. का. आ. 4171, तारीख 11-12-1982 ।

[सं. एफ. 1(11)/स्था. 2(ए)/81]

के. एल. मेहता, उतर सचिव

(Department of Expenditure)

New Delhi, the 16th February, 1983

S.O. 1314.—In pursuance of clause (3) of article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely :—

1.(1) These rules may be called the Delegation of Financial Powers (First Amendment) Rules, 1983.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In Schedule VI to the said rules, in the 'Note' below the Table, for the words "one rupee" the words "rupee one and paise fifty" shall be substituted.

3. In Schedule VII to the said rules, under Column 3 against the entry "Condemnation of motor vehicles and motor cycles" the existing para (b) shall be read as para (c) and the following shall be inserted as para (b), namely :—

"(b) The life of a tractor shall be taken as 10,000 hours or 10 years, whichever is reached later."

Note.—The Delegation of Financial Powers Rules, 1978 published vide Notification No S.O. 2131 appearing in Part II, Section (3), Sub-Section (ii) of the Gazette of India dated July 22, 1978 have subsequently been amended by :—

- (i) Notification No. S.O. 1987, dated 9-6-1979.
- (ii) Notification No. 2942, dated 1-9-1979.
- (iii) Notification No. S.O. 2611, dated 4-10-1980.

(iv) Notification No. S.O. 2164, dated 15-8-1981.

(v) Notification No. S.O. 2304, dated 5-9-1981

(vi) Notification No. 3073, dated 4-9-1982

(vii) Notification No. S.O. 4171, dated 11-12-1982

[No. 1. 1(11)-E. III(A)/81]

K. J. MEHTA, Under Secy.

कार्यालय समाहर्ता केन्द्रीय उत्पाद शुल्क मध्य प्रदेश

केन्द्रीय उत्पाद शुल्क

इन्दौर, 27 सितम्बर, 1982

अधिसूचना संख्या 2/82

का० आ० 1315—मैं केन्द्रीय उत्पाद शुल्क नियमावली 1944 के नियम 5 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए एलएचआर नियमित लिखित ताथिका के संख्या (3) में विनिर्दिष्ट मध्य प्रदेश समाहर्ता केन्द्रीय उत्पाद शुल्क के अधिकारियों को, केन्द्रीय उत्पाद शुल्क नियमावली 1944 के नियम 14(2), 27(4), 49, 147 तथा 196 के अन्तर्गत शुल्क में छूट प्रदान करने के लिए, अपने सम्बद्ध अधिकार क्षेत्र में समाहर्ता की शक्ति का प्रयोग करने के लिए प्रधिकृत करता हूँ।

किस सं० प्रत्येक मामले में अंतर्गत अधिकारी की श्रेणी
शुल्क की रकम

1	2	3
1 रु० 1000/- से अनाधिक		अधीक्षक
2 रु० 1000/- से अधिक किन्तु रु० 2500/- से अनाधिक		महायुक्त समाहर्ता
3 रु० 2500/- से अधिक किन्तु रु० 5000/- से अनाधिक		उप समाहर्ता

[प० सं० IV (16) 9-7/81 के उ० ६०]

Central Excise Collectorate, Madhya Pradesh

CENTRAL EXCISES

Indore, the 27th September, 1982

NOTIFICATION NO 2/82

S.O. 1315.—In exercise of the powers conferred upon me under Rule 5 of the Central Excise Rules, 1944, I hereby authorised Officers of Central Excise, Madhya Pradesh Collectorate, of and above the rank specified in column (3) of the following table to exercise within their respective jurisdiction the power of 'COLLECTOR' to remit duty under Rule 19(2), 27(4), 49, 147 and 196 of Central Excise Rules, 1944 :—

S. No	Amount of duty involved in each case	Rank of the Officer
1	2	3
1.	Not exceeding Rs. 1000/-	Superintendent
2.	Exceeding Rs. 1000/- but not exceeding Rs. 2500/-	Assistant Collector
3.	Exceeding Rs. 2500/- but not exceeding Rs. 5000/-	Deputy Collector

[C. No. IV(16)8-3 81/CX]

अधिसूचना संख्या 3/82

का. डा 1316 —केंद्रीय उत्पाद शक्ति निगमावली, 1944
 4 नियम 57 क अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, मैं इस समाहर्तापत्र की अधिसूचना सं. 1/81 केंद्रीय उत्पाद शक्ति दिनांक 20-2-41 के तहत में केंद्रीय उत्पाद शक्ति सभा प्रदत्त - समाहर्तापत्र मा गृहायक समाहर्ताओं को उ ठा वो क उ ठा । तथा बनी 1944 के नियम 56-क के उप-नियम (7) के अन्तर्गत अपने सम्बद्ध अधिकार क्षेत्रों में समाहर्ता की शक्तियों का प्रयोग करने पर अधिकृत करता हूँ।

[प म 4(16)/8/3 81-क उ श]

एस के भर, जगहों

CENTRAL EXCISES

Indore the 27th September 1982

NOTIFICATION No. 3/82

S.O. 1316.—In exercise of the powers vested in me under Rule 5 of the Central Excise Rules, 1944 and in continuation of this Collectorate Notification No. 1/81 CE dated 20.2.81 I hereby authorise the Assistant Collectors Central Excise in Central Excise Collectorate Madhya Pradesh to exercise within their respective jurisdictions the power of the COLLECTOR under sub-rule (7) of Rule 56-A of the Central Excise Rules 1944

[C No IV(16) 8 3/81 /CX]

S K DHAR (Collector)

वाणिज्य मंत्रालय

(मध्य विन्तक आय १-ति ११ का क १११)

आदेश

१६ दिनांक १ जनवरी १९५३

का० आ० 1317-—इस विधानसभा में 6 दिनों में
नई दिल्ली की एकात्मिक बैठक में 1980 साल की 7 जेम्स
में 12302- 015076 टून में 11938 90
100988 के अर्थ के लिए 107117 रुपए की सीमांतक विधानसभा
परमिस में 10395101 दिनांक 11 82 प्रदत्त विधान सभा था।

आवद्धं न तत्र क्व सीमाशङ्कं निक्वामी परमिट्वा। यन्निधिं प्रति
जग्गी वरुत क्व तिष्ठ इमं अक्षरं परं जवेदन्ति विज्ञाद्वि मत्त सीमा शङ्क
निक्वामी परमिट्वा खादन्ति। अत्रैव बाधाय विज्ञाद्वि मत्त सीमा शङ्क
निक्वामी परमिट्वा विमं। सा समाशङ्क प्रधिकरा। कपमपीक्या नदी
वरया गद्या धरा यौग इमं प्रकाश सीमा शङ्क निक्वामी परमिट्वा कमात्रं क
बिक्कल भा उताम नदी विज्ञाद्वि।

अपने तब के समयन में उन्होंने आगे बढ़ने का साहस प्रदर्शित किया।
 वे सम्मुख विपक्षित पक्षों के एक-एक आग्रह को देखते थे।
 मार्ग में संशुद्धि है कि मैं सामान्यतः निरक्षर था। परन्तु मैं पीछे 10, 11
 5101 दिनांक 7-1 82 अवसरों में खा गया था अन्तर्गत जा रहा है।
 समय-समय पर प्रशासकीय आदेशों का पालन करने में 1955 दिनांक 7-1
 1955 के उपखंड 9 (सी सी) के अन्तर्गत पदम अप्रवर्धन का उपयोग
 करने हुए बैप्टिस्ट विधानसभा में बैठने का आदेश दिया गया है। मैंने

[illegible][illegible]

[५ मू. १५॥ २१३ पाल १५]

- पाठ नियन्त्रण उपसमय निवृत्त

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports and Exports)

ORDI R

New Delhi the 24th June 1983

SO 1317. Capt Induch Singh Dulat 6 Filik Mainz New Delhi was granted a C C P No PJ 0395401 dated 2 12 82 for Rs 1 07 417 for impo of one Mercedes Benz 200 Sedan 1980 Model Car Chassis No WDB123020 20 137076 Engine No H 933 20 130865

The applicant has applied for issue of a Duplicate Copy of the above mentioned CCP on the ground that the original CCP has been lost. It has further been stated that the original CCP was not shared with any Customs Authority and as such the value of the CCP has not been utilised at all.

In support of his contention the licensee has filed an affidavit duly sworn before the Notary Public Delhi I am accordingly satisfied that the original C C P No. P J 0395401 dated 2-12-82 has been lost or misplaced by the applicant. In exercise of the powers conferred under sub-clause (9) (c) of the Import Control Order 1955 dated 7-12-1955 it is ordered from time to time the said original C C P No. P J 0395401 dated 2-12-82 issued to Capt. Prilochan Singh Dutt is hereby cancelled.

A duplicate copy of the CCP is being issued to Capt
Gulochan Singh Dhillon

II No A 510/82 83/BI S/3398]

1 P SINGHAI Dy Chief Controller

Imports and Exports

ऊर्जा मंत्रालय

(पैरोनियम विभाग)

शुद्धि-पत्र

नई दिल्ली - फरवरी १९५३

का० आ० 1318 -- भारत सरकार के राजपत्र के भाग २ खण्ड ४
उपखण्ड -2 दिनांक 4 मितम्बर 1987 पाठ क्रमांक 31, का० अ०
मर्यादा 1901(30/8) प्राव 1 व अन्तर्गत भारत सरकार पेटालियम
रसायन और खनिज मंत्रालय का अधिसूचना संख्या 099 दिनांक-4
मितम्बर 1987 में उल्लिखित अनुसूची में पाठ्य त्रुटि दूर करने के लिये
उक्त कानून के पाठ्य त्रुटि दूर करने के लिये आवश्यक एक संशोधन करने पर।

અનમચી

१४

क तिर

पक्ष लक्ष द्वाद म विवर्ण पक्ष नार्ति द्वाद म विचित्रे त्र
और बागवार्ति त्र

[0-120163082 275]

MINISTRY OF ENERGY

(Department of Petroleum)

ERRATUM

New Delhi, the 7th February, 1983

S.O. 1318.—In the Notification of Government of India, Ministry of Petroleum, Chemicals and Fertilizers No. 12016/30/82-Prod-I published on September 4, 1982 under S.O. No. 3094 in Gazette of Government of India Part-II, Section-3 Sub-Section-II at Page 2136 is titled as pipeline from Devad to Shivkar in English version of the above Notification. This needs correction as shown in the Schedule below. Hindi version is also corrected.

SCHEDULE

Read For
Pipeline from Devad to Pipeline from Devad to
Shivkar & Barwai Shivkar
[No. 0-12016/30/81-Prod.]

नई दिल्ली, 8 फरवरी, 1983

का० आ० 1319—यह पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जामंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० न० 3088 तारीख 1-9-82 द्वारा केन्द्रीय सरकार ने इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को बिछाने के प्रयोजन के लिए अर्जित करने या अपना आणख घोषित कर दिया था।

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और अतः, यह केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का निश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों या प्रयोग करने हेतु केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार में निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए हिस्बुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड संसर्ग के क्षेत्रीकरण से सही बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख से निहित होगा।

अनुसूची

पाइप लाइन घासों में खोले तब, ता. तुका- पन्डेल, जिला - रायगढ़ राज्य - महाराष्ट्र

पॉल खसरा नम्बर हिस्सा नम्बर क्षेत्रफल

हैक्टर मीटर

1	2	3	4
कामोटे	00 का भाग	---	00 00
	75	---	00 03
	77	---	00 16
	78	---	00 11
पन्डेल	186	---	00 05
	187	---	00 29
	196	---	00 27
	198	---	00 37
	760	---	00 34

1	2	3	4
गरी देवर	1 का भाग	---	00 00
	4	---	00 15
	97	---	00 16
	7	---	00 01
	16	---	00 03
	17	---	00 04
	197	---	00 19
	217	---	00 35
	52	---	00 09
विशाल	74	---	00 01
	75	---	00 26
	76	---	00 01
	77	---	00 06
	78	---	00 20
	81	---	00 26
	85	---	00 18
	86	---	00 21
	128	---	00 01
	129	---	00 15
	130	---	00 07
	131	---	00 22
	133	---	00 12
	135	---	00 30
बोले	91	---	00 23
	100	---	00 04
	101	---	00 10
	103	---	00 07
	08	---	00 00
	115	---	00 10
	116	---	00 10
	132	---	00 14
	137	---	00 06
	139	---	00 10
	140	---	00 10
	141	---	00 08
	142	---	00 01
	144	---	00 03
	146	---	00 14
	153	---	00 02
	151	---	00 12
	157	---	00 37
	158	---	00 12
आजिबनी	51	---	00 01
	52	---	00 01
	53	---	00 10
	60	---	00 16
	62	---	00 35
	68	---	00 24
	70	---	00 15
	71	---	00 15
	72	---	00 07
	74	---	00 06

New Delhi, the 8th February, 1983

S.O. 1319.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3088 (No. 12016/29/82-Prod-I) dated 4-9-82 under Sub-section (1) of Section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now therefore, in exercise of the powers conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd Bombay free from all encumbrances

L.A. Case No. 7/82

SCHEDULE

Pipeline from Kamothe to Ajivali,
Taluka—Panvel, Dist.—Raigad, Maharashtra.

Village	Survey No. Gat. No.	His- sa No.	Area	
			H	R
1	2	3	4	5
Kamothe	75 Part	..	00	03
	77 Part	..	00	16
	78 Part	..	00	11
Panvel	186 Part	..	00	05
	187 Part	..	00	29
	296 Part	..	00	27
	198 Part	..	00	37
	760 Part	..	00	38
Pali Devad	1 Part	..	00	05
	4 Part	..	00	15
	9 A Part	..	00	16
	7 Part	..	00	01
	16 Part	..	00	03
	19 A Part	..	00	19
	17 Part	..	00	09
	21 A Part	..	00	35
Chikhale	52 Part	..	00	09
	74 Part	..	00	01
	75 Part	..	00	26
	76 Part	..	00	04
	77 Part	..	00	06
	78 Part	..	00	20
	84 Part	..	00	26
	85 Part	..	00	18
	86 Part	..	00	24
	128 Part	..	00	04
	129 Part	..	00	15
	130 Part	..	00	07
	131 Part	..	00	22
	133 Part	..	00	12
	135 Part	..	00	30

1	2	3	4
Borle	91 Part	..	00 23
	100 Part	..	00 04
	101 Part	..	00 10
	102 Part	..	00 07
	115 Part	..	00 10
	116 Part	..	00 10
	132 Part	..	00 14
	137 Part	..	00 06
	139 Part	..	00 10
	140 Part	..	00 10
	141 Part	..	00 08
	142 Part	..	00 01
	144 Part	..	00 03
	146 Part	..	00 14
	153 Part	..	00 02
	154 Part	..	00 12
	157 Part	..	00 37
	158 Part	..	00 12
Ajivali	51 Part	..	00 01
	52 Part	..	00 01
	53 Part	..	00 10
	60 Part	..	00 16
	62 Part	..	00 35
	68 Part	..	00 24
	70 Part	..	00 15
	71 Part	..	00 15
	72 Part	..	00 07
	74 Part	..	00 06

[No. 12016/29/82-Prod. I]

का० आ० 1320 —यत्. पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 3089 तारीख 4/9/82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से सम्बन्धित अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को विछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत् केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से सम्बन्धित अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 8 की उपधारा (1) द्वारा प्रवृत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से सम्बन्धित अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पूर्ण खास विछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रवृत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार में निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड स्वर्द्ध के क्षेत्रीकरण में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख से निहित होगा।

अनुसूची

पाईप लाईन शेडुंग से पोयेंजे तक, तालुका-पनवेल, जिला :- रायगड,
राज्य :- महाराष्ट्र ।

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	
			हैक्टर	गैज़र
1	2	3	4	5
शेडुंग	00 का भाग	—	00	00
"	42 "	—	00	04
"	110 "	—	00	29
"	114 "	—	00	13
"	115 "	—	00	06
"	116 "	—	00	01
"	117 "	—	00	03
"	118 "	—	00	01
"	121 "	—	00	10
"	128 "	—	00	05
भिंगार	57 "	—	00	07
"	62 "	—	00	13
"	58 "	—	00	67
"	66 "	—	00	03
"	68 "	—	00	09
"	77 "	—	00	01
"	78 "	—	00	02
"	79 "	—	00	08
"	82 "	—	00	08
"	83 "	—	00	03
"	86 "	—	00	03
"	87 "	—	00	03
"	92 "	—	00	13
"	93 "	—	00	01
"	122 "	—	00	13
"	125 "	—	00	02
"	139 "	—	00	10
"	141 "	—	00	12
"	143 "	—	00	07
"	144 "	—	00	07
"	145 "	—	00	15
"	146 "	—	00	04
"	147 "	—	00	01
"	151 "	00	00	10
"	152 "	—	00	09
"	155 "	—	00	07
"	00 "	—	00	00
"	177 "	—	00	07
"	178 "	—	00	05
"	180 "	—	00	03
"	181 "	—	00	11
"	186 "	—	00	10
"	187 "	—	00	15
मोहिये	58 "	—	00	03
"	59 "	—	00	35
"	72 "	—	00	02
पोयेंजे	84 "	—	00	09
"	85 "	—	00	18
"	105 "	—	00	08

1	2	3	4	5
पोयेंजे	108 का भाग	—	00	27
"	124 "	—	00	19
"	125 "	—	00	07
"	131 "	—	00	23
"	132 "	—	00	10
"	134 "	—	00	10
"	136 "	—	00	14
"	140 "	—	00	04
"	141 "	—	00	21
"	142 "	—	00	02
"	173 "	—	00	07
"	175 "	—	00	07
"	178 "	—	00	26
"	180 "	—	00	10
"	181 "	—	00	05

[क्र० 12016/29/82- प्रोड० II]

S.O. 1320.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3089[No. 12016/29/82-Prod-II) dated 4-9-82 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now therefore in exercise of the powers conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And further in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd. Bombay free from all encumbrances.

SCHEDULE

Pipeline From Shedung to Poyenje

Taluka :—Panvel, Dist.:—Raigad, Maharashtra

Village	Survey No./Gut No.	Hissa No.	Area	
			H. — R.	
Shedung	42 Part	—	00	04
	110 Part	—	00	29
	114 Part	—	00	18
	115 Part	—	00	06
	116 Part	—	00	04
	117 Part	—	00	03
	118 Part	—	00	04
	121 Part	—	00	20
	128 Part	—	00	05

1	2	3	4	5
Bhingar	57 Part	..	00	07
	62 Part	..	00	16
	58 Part	..	00	67
	66 Part	..	00	08
	68 Part	..	00	09
	77 Part	..	00	01
	78 Part	..	00	02
	79 Part	..	00	08
	82 Part	..	00	08
	83 Part	..	00	03
	86 Part	..	00	03
	87 Part	..	00	06
	92 Part	..	00	16
	93 Part	..	00	01
	122 Part	..	00	05
	125 Part	..	00	02
	139 Part	..	00	10
	141 Part	..	00	12
	143 Part	..	00	07
	144 Part	..	00	07
	145 Part	..	00	15
	146 Part	..	00	04
	147 Part	..	00	04
	151 Part	..	00	10
	152 Part	..	00	09
	155 Part	..	00	07
	177 Part	..	00	07
	179 Part	..	00	05
	180 Part	..	00	03
	181 Part	..	00	11
	186 Part	..	00	10
	187 Part	..	00	15
Mohipe	58 Part	..	00	03
	59 Part	..	00	15
	72 Part	..	00	02
Poyenje	84 Part	..	00	09
	85 Part	..	00	18
	105 Part	..	00	06
	108 Part	..	00	27
	124 Part	..	00	19
	125 Part	..	00	07
	131 Part	..	00	23
	132 Part	..	00	10
	134 Part	..	00	10
	136 Part	..	00	14
	140 Part	..	00	04
	141 Part	..	00	21
	142 Part	..	00	02
	173 Part	..	00	07
	175 Part	..	00	07
	178 Part	..	00	26
	180 Part	..	00	10
	181 Part	..	00	05

[No. 12016/29/82-Prod. II]

ERRATA

New Delhi, the 10th February, 1983

S.O. 1321. In the Notification of Government of India, Ministry of Petroleum, Chemicals and Fertilizers No. 12016/31/82-Prod-I published on September 4, 1982 under S.O.

No. 3090 in Gazette of Government of India Part-II, Section-3 Sub-section (ii) at Page 3131 as shown in the Schedule published in the Gazette of Government of India as S. No. 67. The following S. No. should be read against S. No. 67 in the English version appended to the above notification. Hindi version is correct and needs no correction.

SCHEDULE

Read For

S. No. 69 S. No. 67

[No. O-12016/31/82-Prod. I]

शुद्धी-पत्र

नई दिल्ली, 10 फरवरी, 1983

का० आ० 1322.—भारत सरकार के राजपत्र के भाग 2 खंड 3 उपखंड 2 दिनांक 4 सितम्बर 1982 पृष्ठ क्रमांक 3132 का० आ० सं० 12016/31/82 प्रोड 2 के अंतर्गत भारत सरकार पेट्रोलियम, रसायन और उर्वरक मंत्रालय की अधिसूचना संख्या 3091 दिनांक 4 सितम्बर 1982 में उल्लिखित अनुसूची में शिखले गांव के नीचे हिन्दो में दी गई अनुसूची में क्रम संख्या 20 के नीचे गांव का नाम शिखले के बने निम्नलिखित अनुसूची को लिखे हुए पढ़े,

अनुसूची

पढ़े. के लिए
शिखली शिखले

[O-12016/31/82 प्रोड०-II]

एल० एम० गोयल, निदेशक

S.O. 1322.—In the Notification of Government of India, Ministry of Petroleum, Chemicals and Fertilizers No. 12016/31/82-Prod-II published on September 4, 1982 under S.O. No. 3091 in Gazette of Government of India Part-II, Section-3 Sub-section II at Page 3132 as shown in the Schedule appended in the Gazette of Government of India needs correction as shown in the Schedule corrected herewith. Hindi version is also corrected.

SCHEDULE

Read For
Shiravali Shikhli

[No. O-12016/31/82-Prod. II]

L. M. GOYAL, Director

(कोयला विभाग)

नई दिल्ली, 10 फरवरी, 1983

का. आ. 1323 :—केन्द्रीय सरकार, कोयला खान भविष्य निधि स्कीम के पैरा 9 के साथ पठित कोयला खान भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1948 (1948 का 48) की धारा 3क की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के भूतपूर्व श्रम मंत्रालय की अधिसूचना सं. का.आ. 2151 दिनांक 10 जुलाई, 1978 में निम्नलिखित संशोधन करती है, यथा :—

उपयुक्त अधिसूचना में, क्रम सं. 13 और इससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, यथा :—

“13. श्री यू. नारायण, निदेशक (वित्त),
ईस्टर्न कोलफील्ड्स लि., संकतोड़िया,
डाकघर : दिशोरगढ़, जिला बर्दवान”

[सं. 7(3)/80-प्रशा.-1(भ.नि.)]

(श्रीमती) कु. सूद, निदेशक

(Department of Coal)

New Delhi, the 10th February, 1983

S.O. 1323.—In exercise of the powers conferred by Sub-section (1) of Section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), read with paragraph 9 of the Coal Mines Provident Fund Scheme, the Central Government hereby makes the following amendment in the notification of the Government of India in the erstwhile Ministry of Labour, No. S.O. 2151 dated the 10th July, 1978, namely :—

In the said notification for serial No. 13 and the entries relating thereto, the following shall be substituted, namely :—

“13. Shri U. Narain, Director (Finance) Eastern Coalfields Limited, Sanctoria, P.O. Disheigarh, District Burdwan.”

[No. 7(3)/80-Admn. I (PI)]
(SMT.) K. SOOD, Director

इस्पात और खान मंत्रालय

(इस्पात विभाग)

नई दिल्ली, 8 फरवरी, 1983

का. शा. 1324.—केन्द्रीय सरकार राजभाषा मंच के शासकीय प्रयोजनों के लिए प्रयोग (नियम 1976 के नियम 10) के उप-नियम (4) के अनुसरण में इंडियन आयरन एण्ड स्टील कम्पनी लिमि की सहायक कम्पनी इस्को स्टेण्डन पाइप एण्ड फाउन्ड्री कम्पनी लि., उज्जैन (मध्य प्रदेश) को, जिसके कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या ई.-11011/1/82-हिन्दी]

विजय कुमार अग्रवाल, उप सचिव

MINISTRY OF STEEL AND MINES

(Department of Steel)

New Delhi, the 8th February, 1983

S.O. 1324.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use of official purposes of the Union)

Rules, 1976, the Central Government hereby notifies IISCO Stanton Pipe and Foundry Company Ltd. Ujjain (M.P.), a subsidiary of Indian Iron and Steel Co. Ltd., the staff whereof have acquired the working knowledge of Hindi

[No. E.11011/1/82-Hindi]

V. K. AGARWAL, Dy Secy

गोष्ठ हन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 7 फरवरी, 1983

का० आ० 1325.—केन्द्रीय सरकार, डॉक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 5 क की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के गोष्ठहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना सं० का० आ० 2482 तारीख 26 जून, 1982 में निम्नलिखित संशोधन करती है, अर्थात् :

उक्त अधिसूचना के पैरा 2 में, 'श्री टी० आर० प्रसाद' शब्द और प्रक्षरों का लोप किया जाएगा।

[सं० एल डी की 6/82-यू एम (एल)]

वी० शंकरलिंगम, उप सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 7th February, 1983

S.O. 1325.—In exercise of the powers conferred by sub-section (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby amends the Notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 482 dated the 26th June, 1982, as follows :—

In paragraph 2 of the said notification for the words and letters "Shri T. R. Prasad", the word "the" shall be substituted.

[F. No. 1DV/6/82-US(T)]

V. SANKARALINGAM, Dy. Secy.

सूचना और प्रसारण मंत्रालय

आदेश

नई दिल्ली, 29 जनवरी, 1983

का० आ० 1326.—फिल्म सलाहकार बोर्ड के कार्यकरण में संबंधित विनियमों के नियम 14(ख) के उपबंधों के अन्तर्गत प्रवृत्त अधिकारों, का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा इसके साथ लगी अनुसूची के बालम 2 में की गई फिल्मों को उनके सभी भारतीय भाषाओं के रूपान्तरों सहित जिनका विवरण प्रत्येक के सामने उक्त अनुसूची के बालम 6 में दिया हुआ है स्वीकृत करती है।

अनुसूची

क्रम संख्या फिल्म का नाम	फिल्म की लम्बाई (मीटरों में)	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या संबंधी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म या शकुमंडी फिल्म है।
1	2	3	4	5
1 भारतीय समाचार समीक्षा 1763	277	फिल्म प्रसार	21-वैडर	समाचार और सामयिक घटनाओं की फिल्म सामान्य प्रदर्शन के लिए।
2 भारतीय समाचार समीक्षा 1763-क	279	-74-न-		-तैव-

1	2	3	4	5	6
3	(1) भारतीय समाचार समीक्षा 1764 और भारतीय समाचार समीक्षा मध्या 1764 (प्रादेशिक पश्चिम)	300	फिल्म प्रशास, भारत सरकार, 14-पैडर राड, बम्बई-26		समाचार और सामयिक घटनाओं की फिल्म। क्रमश सामान्य और प्रादेशिक प्रदर्शन के लिए।
	(2) भारतीय समाचार समीक्षा 1764 और भारतीय समाचार समीक्षा 1764 (प्रादेशिक उत्तर)	190	-तदैव-	-तदैव-	
4	भारतीय समाचार समीक्षा 1765	261	-तदैव-		समाचार और सामयिक घटनाओं की फिल्म। सामान्य प्रदर्शन के लिए।
5	(I) भारतीय समाचार समीक्षा 1766 और भारतीय समाचार समीक्षा 1766 (प्रादेशिक पूर्व)	300	-तदैव-		समाचार और सामयिक घटनाओं की फिल्म। क्रमश सामान्य और प्रादेशिक प्रदर्शन के लिए।
	(2) भारतीय समाचार समीक्षा 1766 और भारतीय समाचार समीक्षा 1966 (प्रादेशिक दक्षिण)	302	-तदैव-	-तदैव-	
6	भारतीय समाचार समीक्षा 1767 और भारतीय समाचार समीक्षा 1767 (प्रादेशिक पश्चिम)	241	-तदैव-		समाचार और सामयिक घटनाओं की फिल्म। क्रमश सामान्य और प्रादेशिक प्रदर्शन के लिए।
7	भारतीय समाचार समीक्षा 1767-क	294	-तदैव-		समाचार और सामयिक घटनाओं की फिल्म सामान्य प्रदर्शन के लिए।
8	भारतीय समाचार समीक्षा 1768	279	-तदैव-	-तदैव-	
9	(1) भारतीय समाचार समीक्षा 1769 और भारतीय समाचार समीक्षा 1769 (प्रादेशिक उत्तर)	251	-तदैव-		समाचार और सामयिक घटनाओं की फिल्म क्रमश सामान्य और प्रादेशिक प्रदर्शन के लिए।
	(2) भारतीय समाचार समीक्षा 1769 और भारतीय समाचार समीक्षा 1769 (प्रादेशिक पूर्व)	253	-तदैव-	-तदैव-	
10	भारतीय समाचार समीक्षा 1770	303	-तदैव-		समाचार और सामयिक घटनाओं की फिल्म। सामान्य प्रदर्शन के लिए।
11	भारतीय समाचार समीक्षा 1771	303	-तदैव-	-तदैव-	
12	भारतीय समाचार समीक्षा 1772	302	-तदैव-	-तदैव-	
13	भारतीय समाचार समीक्षा 1773	285	-तदैव-	-तदैव-	
14	भारतीय समाचार समीक्षा 1774 और भारतीय समाचार समीक्षा 1774 (प्रादेशिक दक्षिण)	272	-तदैव-		समाचार और सामयिक घटनाओं की फिल्म। क्रमश सामान्य और प्रादेशिक प्रदर्शन के लिए।

MINISTRY OF INFORMATION & BROADCASTING

ORDER

New Delhi, the 29th January., 1983

S.O. 1326.—In exercise of the powers vested under the provisions of Rule 14(b) of the Regulations relating to the working of the Film Advisory Board, the Central Government hereby approves films specified in column 2 of the Schedule annexed hereto in all its/their languages version to be of the description specified against it/each in column 6 of the said schedule.

SCHEDULE

Sl. No.	Title of the film	Length of the film (in metres).	Name of the applicant	Name of the Producer	Brief synopsis whether a scientific film or for educational purposes or a film dealing with news current events and documentary film.
1	2	3	4	5	6
1.	INR 1763	277	Films Division, Govt. of India, 24-Peddar Road, Bombay-26.		News and current events General release.
2.	INR 1763-A	279	-do-		-do-
3.	(i) INR 1764 & INR 1764 (Regional West)	300	-do-		News & Current events. General and Regional release respectively.
	(ii) INR 1764 & INR 1764 (Regional North)	290	-do-		-do-
4.	INR 1765	264	-do-		News and current events. General release.
5.	(i) INR 1766 & INR 1766 (Regional East)	300	-do-		News and Current events, General and Regional release respectively.
	(ii) INR 1766 & INR 1766 (Regional South)	302	-do-		-do-
6.	INR 1767 & INR 1767 (Regional West)	241	-do-		-do-
7.	INR 1767-A	294	-do-		News and current events, General release.
8.	INR 1768	279	-do-		-do-
9.	(i) INR 1769 & INR 1769 (Regional North)	251	-do-		News and current events, General and Regional release respectively.
	(ii) INR 1769 & INR 1769 (Regional East)	253	-do-		-do-
10.	INR 1770	301	-do-		News and current events, General release.
11.	INR 1771	303	-do-		-do-
12.	INR 1772	302	-do-		-do-
13.	INR 1773	285	-do-		-do-
14.	INR 1774 & INR 1774 (Regional (South))	272	-do-		News and Current events, General and Regional release respectively.

[File No. 315/2/82-F(P)],

Sukumar Mandal, Desk Officer

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 9 फरवरी, 1983

क्र० आ० 1327.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने बीमूर टेलीफोन केन्द्र में दिनांक 1-3-83 से प्रमाणित दूर प्रणाली लागू करवा का निर्णय किया है।

[संख्या 5-6/82-पी एच बी (पी टी)]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 9th February, 1983

S.O. 1327. In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Vemur Telephone Exchange Andhra Pradesh Circle.

[No. 5-6/82-PHB(PT)]

नई दिल्ली, 9 फरवरी, 1983

New Delhi, the 18th February, 1983

क्र. आ. 1328.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने कालिकाविलय टेलीफोन केंद्र में दिनांक 1-3-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/83-पी एच बी]

S.O. 1328.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Kaliakkavilai Telephone Exchange Tamil Nadu Circle.

[No. 5-4/83 PHB]

नई दिल्ली, 15 फरवरी, 1983

क्र. आ. 1329 :—स्थायी आदेश सं. 627, दिनांक 15/2/1983, 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने नरवाना टेलीफोन केंद्र में दिनांक 1-3-1982 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/83-पी. एच. बी.]

New Delhi, the 15th February, 1983

S.O. 1329.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Narwana Telephone Exchange N.W. Circle.

[No. 5-6/83-PHB]

क्र. आ. 1330 :—स्थायी आदेश सं. 627, दिनांक 15/2/1983, 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने गुना टेलीफोन केंद्र में दिनांक 1-3-1983 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-8/82-पी. एच. बी.]

S.O. 1330.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in GUNA Telephone Exchange M. P. Circle.

[No. 5-8/82-P H.B.]

नई दिल्ली, 18 फरवरी, 1983

क्र. आ. 1331.—स्थायी आदेश संख्या 726, दिनांक 18-2-1983 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने सालाना टेलीफोन केंद्र में दिनांक 1-3-1983 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-7/83-पीएचबी]

S.O. 1331.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Salana Telephone Exchange Maharashtra Circle.

[No. 5-7/83-PHB]

क्र. आ. 1332.—स्थायी आदेश संख्या 627, दिनांक 18-2-1983 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने चैरीयल टेलीफोन केंद्र में दिनांक 1-3-1983 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-8/83-पीएचबी]

आर. सी. कटारिया, सहायक महानिदेशक
(पी.एच.ए.)

S.O. 1332.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-3-1983 as the date on which the Measured Rate System will be introduced in Cherial/Ladnoor Telephone Exchange Andhra Pradesh Circle.

[No. 5-8/83-PHB]

R. C. KATARIA, Asst. Director-General (PHB)

श्रम तथा प्तिवसि मंत्रालय

श्रम विभाग

नई दिल्ली, 28 दिसम्बर, 1982

क्र. आ. 1333 :—मैटर्स राठी गैस लिमिटेड, 3-ए, बन्धना-2, टालमटाय मार्ग, नई दिल्ली-1 (दिल्ली/5224), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रोमिसम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शक्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त नई दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दावत आवश्यक प्रीमियम भारतीय जीवन निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशिनी को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस

स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशिनियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तर-दायित्व नियोजक पर होगा।

12. उक्त स्थापन के समन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशिनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सनिश्चित करेगा।

[सं. एन-35014/466/82-पी.एफ.-2]

MINISTRY OF LABOUR AND REHABILITATION

(Department of Labour)

New Delhi, the 28th December, 1982

S.O. 1333.—Whereas Messrs Rath Gases Ltd. 3-A, Vardhana, II, Tolstoy Marg, New Delhi-1 (DI I/5224) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient

features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India

[No. S-35014(468)/82-PF II]

का. आ. 1334 — श्रीमत् रामन लाल प्राइवेट लिमिटेड, बक्रवती, अशोक रोड, अशोक मार्ग, कण्डीवली (इ) बम्बई, (महाराष्ट्र/11581), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अशिवार या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक

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अनुकूल है जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी यावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है ।

7. सामूहिक बीमा स्कीम में किसी बात हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्वयेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/ नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों

के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि वायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने विद्या जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक कारियों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के समन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/ विधिक कारियों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/470/82-पी एफ -2]

S.O. 1334.—Whereas Messrs Ramanlal Private Ltd. Chakravati, Ashok Road, Ashok Nagar, Kandivli (F) Bombay-1 (MH/11581) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(470)/82-PF. II]

नई दिल्ली, 10 फरवरी, 1983

का० मा० 1335—मैसर्स इंडियन आक्सीजन लि०, आक्सीजन हाऊस, तारुतला रोड, कलकत्ता, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपग्रह अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम

कह गया है) की धारा 17 की उपधारा (2क) के अधीन अपनी 7/1, वैथान, मुन्नाली स्ट्रीट, लोण्डोयार पेट, मद्रास-600081 (टी एन/825) और 13 इंडस्ट्रियल एस्टेट, अम्बापुर, मद्रास-600058 (टी एन/4014) पर स्थित शाखाओं को छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिषेय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संशोधन करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किता संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तयुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अन्तर्गत नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किता राति से कम हो जाते हैं, तो यह छूट रद्द का जा सकता है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द का जा सकता है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नानावेलाशायी या विधवा वारिसों को जो यदि यह, छूट न दी गई होता तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नाम (नानावेलाशायी/विधवा वारिसा का) बाभाकृत रकम का संदाय उत्तरदायिता से अग्रि प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बाभाकृत रकम प्राप्त होने के तत्पश्चात् दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/(68)/8-2-पा० एफ०-11]

New Delhi, the 10th February, 1983

S.O. 1335.—Whereas Messrs Indian Oxygen Limited, Oxygen House, Taratala Road, Calcutta (hereinafter referred to as the said establishment) has applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act) to its branches at 7/1, Vaithanathan Mudali Street, Londaipet, Madras 600081 (TN/825) and 13 Industrial Estate, Ambatur, Madras-600058 (TN/4014) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under

clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employees.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules or the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(68)/82 PF.III]

क्र०बा० 1336.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्नेवा डायमंड टूल्स प्राइवेट लिमिटेड, मामबकम, चिंगलपुट डिस्ट्रिक्ट, तमिलनाडु राज्य जिसके अन्तर्गत उनका 40, Erralualu Chetty Street, Madras-1 स्थित विक्रय कार्यालय भी है नामक स्थापन से सम्बन्धित निगोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस० 35019(28)/83-पी०एफ० II]

S.O. 1336.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sneva Diamond Tools Private Limited, Mambakkam, Chingloput District, Tamil Nadu State including its Sales office at 40, Erralualu Chetty Street, Madras-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(28)/83-P.F.II]

नई दिल्ली, 11 फरवरी, 1983

क्र०बा० 1337.—मैसर्स वुल्कोन-जवाब लिमिटेड, बम्बई पूना रोड, दापोडी, पूने-411012 (महाराष्ट्र/4410), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाध्यक्ष अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधित किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है, जो कर्मचारी को उस वृषा में संवेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निदेशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृषा में उन मृत सदस्यों के नामनिदेशितियों या विधिक वारिसों, को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदस्य का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संवन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिदेशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृषा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/475/82-पी०एफ०-2]

New Delhi, the 11th February, 1983

S.O. 1337.—Whereas Messrs Vulcan-Javal Ltd., Bombay Poona Road, Depodi, Pune-411012 (MH/4410), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the

benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the Majority of the employees.

5. Whereas an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said

Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(475)/82-PF. II]

का०शा० 1338—मैसर्स रामाकृष्णन स्टील इण्डस्ट्रीज लिमिटेड करमा-
बाई-641104 (तमिलनाडु/6190), (जिसे इसमें इसके पश्चात् उक्त
स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध
अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त
अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन
छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन
के कर्मचारी, किमी पृथक् या अभिवाय प्रीमियम का संदाय किए बिना
ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन
जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए
ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्र
बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया
है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा
(2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपलब्ध
अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन
वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट
देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि
आयुक्त तमिलनाडु को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा
निरीक्षण के लिए ऐसी सुविधाएँ प्रदाय करेगा जो केन्द्रीय सरकार, समय-
समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति
के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम
की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय
पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं
का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का
संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है,
होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा
स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए,
तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में
उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या
उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का
पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक
सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुराने दर्ज करेगा
और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को
संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए
जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को
उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा,

जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध
फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन
अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी
कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से
कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम
के अधीन होता तो, नियोजक कर्मचारी के विधिका वारिस/नाम निर्देशितों
को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय
करेगा।

8. सामूहिक बीमा स्कीम के उपबन्ध में कोई भी संशोधन, प्रादेशिक
भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया
जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल
प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना
अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का
युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा
निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका
है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त
होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की
जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर,
जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय
करने में असफल रहता है, और पालिसी को ब्यपगत हो जाने दिया जाता
है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम
की दशा में उस मृत सदस्यों के नामनिर्देशितियों या विधिका वारिसों
को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते,
बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने
वाले किसी सदस्य की मृत्यु होने पर उसके हक्काय नामनिर्देशितियों/
विधिका वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक
वर्ष में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के
सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/480/82-पी०एफ०-2]

S.O. 1338.—Whereas Messrs Sri Ramakrishnan Steel Industries Ltd., Karamadai-641104 (TN/6190), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a transaction of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(480)/82 PF.II]

कां०आ० 1339—मैसर्स गेडोर टूल्स (ई) प्राइवेट लिमिटेड, ई-29/30 एम०आई० डी० सी०आई०ए०, चिकलधामा, औरंगाबाद-431210, एम० एम० (महाराष्ट्र/16549), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अस्थाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश म्यूचुअल बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसृत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुद्रण दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसृत है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय-रकम इस रकम से कम है, जो कर्मचारी को उस वृत्ति में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टितो

को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को ब्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/476/82-पी०एफ०-2]

S.O. 1339.—Whereas Messrs Gedore Tools (I) Pvt. Ltd., E-29/30, M.I.D.C.I.A., Chikalthana, Aurangabad-431210 (Maharashtra State) (MH/16549), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereon, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employers.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(476)/82-PF.II]

का० घा० 1340.—मैसर्स जे० एम० मार्शल (प्रा०) लि०, प्लॉट-411034, जिसमें उसकी (1) तकतवाली पार्क, नारानपुरा, ग्रहमवाबाद-13, (2) 53-कैथ्या काटेज, अल्कापुरी, बड़ोदा-5 (3) पंचवटी, 1/3, उलसूर रोड, बंगलूर-42, (4) 107 एम० जी० रोड, बम्बई-1, (5) 5-ए प्रोरिएट रो, कलकत्ता-17, (6) 24-सफरी इन्शोरेन्स बिल्डिंग, ब्रासफमली रोड, नई दिल्ली 1, (7) 3-6-270-3 हिमायतनगर, हैदराबाद-29, (8) 168-बाम्बू थेटो स्ट्रीट, बद्राव-1, (9) 5/2, स.सो ग्र.र.ई-

मेन्टम, कोटला रोड, मांगपुर-13, (10) बम्बई पूना रोड कामरवाडी, पूना-34 (महाराष्ट्र/2885) पर स्थित शाखाएं जो एक ही कोड नम्बर के अन्तर्गत आती हैं (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) में कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

धनः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन करने हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबन्धों से प्रवर्तन से छूट देती है।

प्रस्ताव

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र (बम्बई) की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणयन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आशुक्त प्रीमियम भारतीय जीवन बीमा निगम को संबल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/ नामनिर्देशित को

प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त महाराष्ट्र (बम्बई) के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किस संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पारितो को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का अनुरोधित नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/ विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के अन्तर सुनिश्चित करेगा।

[संख्या एस-35014/305/82-पी० ए०-2]

S.O. 1340.—Whereas Messrs J. N. Marshall (Private) Limited, Poona-411034 including its branches at (1) Iakawala Park, Naranpura, Ahmedabad-13, (2) 53, Kenya Cottage, Alkapuri Baroda-5, (3) 'Panchavati' 1/3, Ulsoor Road, Bangalore-42, (4) 107, M. G. Road, Bombay-1, (5) 5A, Orient Row, Calcutta-17, (6) 24, Laxmi Insurance Building' Asaf Ali Road, New Delhi-1, (7) 3-6-270-3, Himayatnagar, Hyderabad-29, (8) 168, Thambu Chetty Street, Madras-1, (9) 5/2, Vali Apartments, Koral Road, Nagpur 13 and (10) Bombay Poona Road, Kasarwadi, Poona-34 which are centrally covered under Code Number (MH/2885), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra (Bombay), maintain such accounts and

provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra (Bombay) and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(305)/82-PF.II]

क्र० घा० 1341--मैसर्स ग्रुप इंजीनियरिंग कारपोरेशन लिमिटेड, नं० 12, रामाकृष्णा रोड, मनेम-7 (तमिलनाडु 746007), (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकरण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का सम ध्यान होगा है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सङ्ग्रह बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसी उपाबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संघ में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त तमिलनाडु को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करना जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करेगा ।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के

अधीन होता तो, नियोजक कर्मचारी के विधिक धारित/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में अक्षम रहता है, और पालिसी को अग्रगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक धारितों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होने बीमा, फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार/नाम निर्देशितियों/विधिक धारितों की बीमाकृत रकम का संदाय तत्परा से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सत दिन के भीतर सर्तिश्चन करेगा।

[सूचना एस 35014/477/82 पी० एफ० 2]

ए० के० भट्टारक, अधर सचिव

S.O. 1341.—Whereas Messrs Anna Engineering Corporation Ltd., No. 12, Ramakrishna Road, Salem-7, (TN/460-A), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(477)/82-PF II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 9th February, 1983

S.O. 1342.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Hyderabad in the industrial dispute

between the employers in relation to the State Bank of India, Hyderabad and their workmen, which was received by the Central Government on the 1st February, 1983.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 29 of 1982

BETWEEN

The Workmen of State Bank of India, (Eluru Branch).

AND

The Management of State Bank of India, Hyderabad.

APPEARANCES :

None—for the Workman.

Sri K. Srinivasa Murthy, Honorary Secretary of Andhra Pradesh Federation of Chamber of Commerce and Industry for the Management.

AWARD

In exercise of the powers conferred by Sections 7A and 10(4)(d) of the Industrial Disputes Act, 1947, the Central Government referred the following industrial dispute existing between the employers in relation to the Management of State Bank of India and their Workman by Order No. L-12012/295/81-D II(A) dated 10-6-1982 as modified by another Order No. L-12012/295/81-D.IIA dated—July, 1982 to this Industrial Tribunal for adjudication :—

“Whether the action of the management of State Bank of India in relation to its Eluru Branch in terminating the service of Shri M. Veerajulu, Godown Watchman with effect from 31-1-1978 is justified? If not, what relief is the workman concerned entitled to?”

2. On receipt of the above reference, the same was registered and taken on file in I.D. No. 29 of 1982 on 27-7-1982 and notices were issued to both the management and the Workman for 20-8-1982. Notices were duly served on the parties. On 20-8-1982, Sri K. Srinivasa Murthy undertook to appear for the management, whereas Sri D.S.R. Verma undertook to appear for the Workmen and the case was posted to 4-9-1982 for filing the claims statement of the Workmen. Subsequently Sri K. Srinivasa Murthy filed his authorisation for the management on 18-9-1982. Though time was extended for filing the claims statement of the workmen from 4-9-1982 to 18-9-1982, then to 1-10-1982, then to 19-10-1982, then to 19-11-1982, then to 26-11-1982 and then to today, the claims statement of the workmen is not filed, Sri D.S.R. Verma who undertook to appear for the workmen on the first adjournment day i.e. on 20-8-1982 has not chosen to file any authorisation till today. A truly Sri D.S.R. Verma was requesting for the extension of the time for claims statement upto 19-10-1982. Thereafter he also did not choose to be present before this Tribunal. As such the workmen are unrepresented before this Tribunal during the last three adjournments. Therefore I am constrained to take it that the workmen are no more interested in this reference. Hence the reference is terminated and an Award is accordingly passed.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 1st day of December, 1982.

APPENDIX OF EVIDENCE

-Nil-

S. V. RAMANA REDDY, Presiding Officer

S.O. 1343.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Bombay-1 in the industrial dispute between the employers in relation to the Reserve Bank of India Bombay and their workmen, which was received by the Central Government on the 29th January, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/14 of 1981

PARTIES :

Employers in relation to the Management of Reserve Bank of India.

AND

Their Workman

APPEARANCES :

For the Employers—Shri N. V. Sundaram, Legal Adviser, Shri M.A. Batki, Asstt. Legal Adviser.

For the Workman—Shri L. K. Pande, President, Reserve Bank Workers' Organisation.

INDUSTRY : Banking. STATE : Maharashtra
Bombay, dated the 13th January, 1983

AWARD

(Dictated in the Open Court)

On receipt of the Failure of Conciliation Report dated 24-7-1980 from the Assistant Labour Commissioner (C) reporting failure of conciliation, the Central Government in exercise of the powers conferred under Section 10(1)(d) read with Section 12(5) of the Industrial Disputes Act, 1947 have referred the following dispute for adjudication :—

“Whether the action of the management of Reserve Bank of India, Bombay in terminating the services of Smt. V. S. Padgaonkar, Clerk, Agricultural Loan Department, Bombay with effect from 25-7-77 is justified? If not, to what relief is the workman concerned entitled to?”

2. The very reference indicates the real cause namely the termination of the services of Smt. Padgaonkar with effect from 25-7-1977.

3. Before we turn to the pleadings and deal with the points raised on behalf of the respective parties, it shall be necessary to lay down the facts and the history which ultimately led to the order of termination and the resultant dispute. The concerned workman was in the service of the Reserve Bank of India at Bombay which Bank has framed rules known as Reserve Bank of India (Staff) Regulations, 1948 by which the parties shall be governed. It is conceded by both the parties that these regulations have the force of contractual obligation and do not amount to statutory regulations. Now it seems that Smt. Padgaonkar joined the service of the Bank on 2-12-1968, as a temporary Clerk Grade II initially. It seems from the written statement filed by the Bank at Ex. 6/M that initially the appointment was for a fixed period of six months but she was subsequently offered the post of temporary Clerk Grade I which appointment was accepted by the workman and as such posted in the Agricultural Credit Department of the Bank, where she stood confirmed in the Bank service on 1-1-1971. While she was in the service of the Bank a report was submitted by the Chief Officer, Agricultural Credit Department, in May, 1976 that Smt. Padgaonkar was absenting herself from duty since 13th January, 1976 on the ground that she was suffering from post-natal debility. Even before that she had availed of leave during different periods, as detailed in paragraph 4(b) of the said written statement, enjoyment of which leave is not the point of controversy. The nature of leave and the duration since the same have ultimate bearing on the issues involved are as follows :—

Nature of leave	From	To	Months	Days	Reported on
Maternity leave	1-7-75	31-10-75	4	00	1-11-75
Sick leave on 1/2 average pay	5-11-75	1-1-76	1	28	
Ordinary leave	2-1-76	—	0	01	3-1-76
Ordinary leave	5-1-76	9-1-76	0	05	10-1-76

It is alleged that the absence from 23-1-1976 to 12-6-1976 that is a period of four months and 21 days was regularised by grant of extraordinary leave without pay and allowances.

4. Subsequently on 14-6-1976 Smt. Padgaonkar reported for duty but again absented herself from 19-7-1976 and went on seeking leave on various grounds. On 11-11-1976 a confidential letter was addressed by the Chief Officer to the Chief Manager, Reserve Bank of India stating the particulars of leave enjoyed by the workman and soliciting instructions from the Central Office. In communication from the Chief Manager addressed to the Chief Officer, Agricultural Credit Department stating that extraordinary leave without pay and allowances from 2-12-1976 to 2-3-1977 should be sanctioned and at the same time the workman should be cautioned that she should positively report for duty on or before 21-3-1977 failing which the Bank will have no alternative but to terminate her services without any further notice. A communication to this effect was sent under the signature of Deputy Chief Officer on 7-3-1977 to which Smt. Padgaonkar replied by letter dated 21-3-1977 requesting indulgence to allow her to report for duty on 1-4-1977 due to certain exigencies beyond her control and for sanctioning the leave as prayed for by application dated 4-3-1977. On 5-4-1977 the Chief Officer reported that Smt. Padgaonkar joined the duty on 1-4-1977 and he therefore proposed to regularise her absence for 29 days from 3-3-1977 to 31-3-1977 by granting extraordinary leave without pay and allowances etc. However on 13-4-1977 there was a fresh request from Smt. Padgaonkar for leave for 5 days with effect from 11-4-1977 on the ground of her illness. This was followed by another letter dated 25-4-77 seeking extension of leave by one month with effect from 22-4-1977 on the same ground. On 28-4-1977 the Bank had regularised her leave for 29 days and it was communicated to the workman and further she was advised to show marked improvement in her leave record in future.

5. On 28-5-1977 on the ground that Smt. Padgaonkar was suffering from arthritis and resultant inability to attend the duty from 23-5-1977 she sought leave for a period of two months on medical grounds and annexed to this was a certificate issued by Dr. S. V. Purandare dated 28-5-1977. This requested further led to inter-departmental correspondence and suggestion was made by the Chief Officer that Smt. Padgaonkar may be advised to report to the Bank's Medical Officer, as in the opinion of the Chief Officer the employee was not keen on attending office regularly. As on 31-3-1977, it was found that Smt. Padgaonkar had enjoyed sick leave for 4 months and six days, Special leave for 2 months and 7 days, Maternity leave for 8 months on two occasions and extraordinary leave for 13 months and 7 days. As on that day it seems that to the credit of Smt. Padgaonkar there was no ordinary leave but sick leave on half pay for 22 days. The Chief Officer was directed to issue a letter to Smt. Padgaonkar to appear before the Bank's Medical Officer for medical examination and accordingly a communicated dated 14-7-1977 went from the Deputy Chief Officer to the employee. However on the date fixed she could not appear before the Medical Officer for examination but sought permission to appear in the course of the week namely last week of July, 1977.

6. Medical examination by Dr. Bhatt, Bank's Medical Officer took place on 29-7-1977 who by his report dated 12-8-77 found that it was not the illness of the employee nor the illness of any of the children but because the children are too young and the parents do not want to leave them in the care of servants, Smt. Padgaonkar was marking time and was seeking time till her elder child will be in a position to

attend the school and arrangement for care-taker is made. The Medical Officer even went to length of advising Smt. Padgaonkar to resign temporarily from the service with the opinion to rejoin in case the Bank agrees.

7. Even before this report was submitted by the Medical Officer, by her letter dated 2-8-1977 Smt. Padgaonkar asked for leave and keeping men for six months during which period according to her she would be in a position to tide over the difficulties. The Deputy Chief Officer by his letter dated 22-8-1977 reported this matter to the Chief Manager and ultimately a communication was despatched to the employee asking her to report for work immediately at any rate before 29-9-1977 tiding which the Bank would assume that she was no longer interested to continue in Bank's service. When on 29-9-1977 also she did not report for duty the papers were sent to the Central office, result of which was the letter dated 18-10-1977. By this letter the employee was advised that if she fails to report for duty by 25-10-1977, the Bank will have no alternative but to terminate her services. However by reply dated 24-10-1977 admitting that the leave enjoyed by her was disproportionate to the length of service, Smt. Padgaonkar, on the ground of family difficulties, sought extension of leave by atleast by one month. This again led to inter-departmental queries and on a note put up by the Office, the J.C.M. proposed to terminate the services by his endorsement dated 28-10-1977 whose action was approved by the Deputy Governor. Similarly the Chief Officer agreed with another note of the department that the services of Smt. Padgaonkar be terminated with effect from 25-10-1977 as a result of which on 3-11-1977 suitable communication terminating the services were issued. On 27-12-1977 a cheque for Rs 385.00 was remitted to the employee.

8. When Smt. Padgaonkar faced with the order of termination she submitted an appeal to the Governor of Reserve Bank of India against her alleged unjust and uncalled for dismissal, under Staff Regulation 25(2)(b) of the Reserve Bank of India (Staff) Regulations, promising that she would be regular in attendance and seeking permission to re-start her career. However the Governor on the strength of a note put up by the office tuned down the said request and the decision was communicated to Smt. Padgaonkar on 16-5-1978. This ultimately led to the conciliation proceedings and on their failure to the present reference.

9. By the statement of claim Ex. 2/W the family difficulties which Smt. Padgaonkar was facing have been reiterated and it is urged that since pre-condition to effect retrenchment, which are mandatory conditions were not fulfilled, the order of termination becomes bad and void. It is also stated that the notice pay was not despatched along with the order of termination but sometime later on and that any compensation as stated in Section 25F was not offered or paid, although it was obligatory on the Bank to do so. It is alleged that the Regulation by which the parties are governed i.e. the Reserve Bank of India (Staff) Regulations cannot override the provisions of the Industrial Disputes Act and therefore if the stipulations laid down under the said Act are not fulfilled, the compliance with the regulations would be of no avail. It is also alleged that the Deputy Chief Officer had no power or authority to terminate the services of Smt. Padgaonkar and since he cannot be termed as Manager and since prior approval of the Governor was not obtained, the order of termination is rendered void and ineffective. Similarly on the ground of retrospective effect tried to be given to the said order it is contended that on this ground also the order suffers from serious infirmities. In paragraph 12 of the Statement of claim the family difficulties which were being experienced by Smt. Padgaonkar have been narrated and it is alleged that the Bank was unable to indicate that the work of Smt. Padgaonkar was so important that irreparable loss was likely to be caused by her absence. It is pointed out that the R.B.I. might have sanctioned further leave considering the rules and regulations prescribed and that looking into the law and procedure the order of termination stands unjustified.

10. In reply to this statement of claim the R.B.I. filed their rejoinder at Ex. 6/M where they have traced the history to which a reference is already made and it is urged that Smt. Padgaonkar having persistently refused to

report for duty in spite of frequent extensions, the Bank was left with no alternative but to terminate her services. It is urged that the termination was not a termination simpliciter but termination by way of disciplinary action as the employee unauthorisedly remained absent without prior sanction of leave and did not report for duty despite being directed to do so. Placing reliance on Regulations 32 and 39 of the RBI (Staff) Regulation, it is urged that Smt. Padgaonkar was guilty of the misconduct by not reporting for duty and the Bank could have held domestic enquiry and dismissed her from service, since this would have resulted in a stigma resort was taken to Regulation 25(2) of the Staff Regulations and services were terminated.

11. Since the Bank has come forward with the plea that it was because of misconduct the severance was effected permission was sought to establish the said misconduct before the Tribunal, there being no prior domestic enquiry held in the matter. It is alleged that having regard to the leave under various categories enjoyed by the workman the duration of which extended to 3 years and 3 months during the period of service of less than 9 years, in addition to which casual leave 15 days per year was availed of, the Bank complains that ultimately the duty of an employee is to attend the office and that since the action was by way of disciplinary action the provisions of Section 25F can never be attracted.

12. Regarding the contentions that the order of termination was not passed by competent authority, the plea of the Bank is that the termination was effected by the Chief Officer, Agricultural Credit Department with the prior approval of the Governor and that the said Chief Officer comes within the definition of the term 'Manager' under the Staff Regulations, being an officer in-charge of the Department. It is alleged that the termination was effected with effect from 25-10-1977, Office Order dated 2-11-1977 was merely a communication of the said fact which had already taken place and therefore cannot be said to be giving retrospective effect nor on that ground the order can be challenged.

13. On the above pleadings the following issues arise for determination and my findings thereto are :—

ISSUES	FINDINGS
1. Whether the dispute referred to regarding the termination of services of Mrs. V. S. Padgaonkar is not an industrial dispute ?	Already noted
2. Does the Respondent prove that the termination of the services of Mrs. V. S. Padgaonkar was on account of misconduct as alleged ?	Yes
3. If yes can Reserve Bank prove the said misconduct without prior domestic enquiry ?	Yes
4. If yes do they prove the alleged misconduct ?	Yes
5. Whether the order of termination is justified ?	Yes
6. To what relief the workman is entitled ?	Nil

REASONS

14. Regarding the contention of the Bank that the dispute referred to could never be termed as an industrial dispute, this point was heard as a preliminary issue and by order dated 11-11-1982 the objections to this effect raised by the Bank stood over-ruled.

15. If we turn to letter dated 3-11-1977 what we notice is that by the said communication the employees was advised that her services stood terminated as from the close of business on 25-10-1977. The letter further communicated that a month's pay in lieu of notice shall be paid to the employee in terms of Regulation 25(2)(b) of the Staff Regulations. As the letter stands therefore and similarly as the office note preceding this communication reads, severance of the relationship was proposed to be effected in exercise of the powers under Regulation 25(2)(b) of the Staff Regulations. Under the relevant regulations which falls under Section 3 of Chapter II under Caption termination of service, the Bank may terminate the services of any

employee on giving him one month's notice or pay in lieu thereof if the employee belonging to any other class than Class 1. Regulation 25(3) at the same time laid down that nothing in sub-regulation (2) shall affect the right of the Bank to retire or dismiss an employee without notice or pay in lieu thereof in accordance with the provisions of Regulations 26 and 47 or to terminate the service of an employee without notice or pay in lieu thereof on his being certified by the Bank's Medical Officer to be permanently incapacitated for further continuous service in the Bank. Now although resort was taken to Regulation 25(2) (b) and though the letter of termination reads accordingly, because of the interpretation of Section 2(oo) of the Industrial Disputes Act and of the term 'retrenchment', the Bank has now come forward with the plea that the employee was guilty of the misconduct in the sense she consistently remained absent and neglected her duties and failed to report for duty though advised accordingly and that the power vested under the R.B.I. under Regulation No. 47 has been exercised to terminate her services in other words that the order of termination as it stands though reads as termination simpliciter, the case of the Bank now is that it was in fact punitive action for the alleged misconduct. Under the Regulation 47(1) an employee who commits a breach of the Regulations of the Bank or who displays negligence, inefficiency or indolence or who knowingly does anything detrimental to the interest of the Bank or in conflict with the instructions, or who commits a breach of discipline or is guilty of any other act of misconduct shall be liable to the penalties laid down including the penalty of dismissal. Sub-Regulation (2) at the same time lays down fulfilment of prior condition namely framing of charges, giving of reasonable opportunity to the employee to answer the same and allowing the workman to defend his case. Under proviso to sub-Regulation (2) these requirements may not be fulfilled if the facts on the basis of which action is to be taken have been established in a court of law or Court Martial or where the employee has absconded or where it is for any other reasons impracticable to communicate with him or where there is difficulty in observing them and the requirements can be waived. As the facts stand no situation as contemplated by the proviso had at any time arisen and therefore the Bank cannot rely on the same.

16. Under Section 2(oo) of the Industrial Disputes Act which shall govern the relationship in the present reference what has been laid down is that any termination by the employer of the services of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action, amounts to retrenchment except in cases falling under Clauses (a), (b) and (c) which are not attracted in the instant case. The termination therefore as it stands unless the Bank is in a position to plead and prove that the same to be by way of disciplinary action, would amount to retrenchment and since the provisions of Section 25F of the Industrial Disputes Act admittedly have not been followed, no retrenchment compensation having offered or paid for the past service at the rate stated, the order would be rendered void and illegal. The interpretation put on the definition of retrenchment under Section 2(oo) of the Act was the subject-matter of various decisions of the Lordships of the Supreme Court beginning from State Bank of India Vs. N. Sundaramony 1976 AIR, page 1111 and it has been now consistently held, which Sections become the law of the land that any termination except in the case of termination by way of punishment and except in the case of the excluded matters, attracts the same definition and therefore it is incumbent on the employer to follow the provisions of Section 25F of the Industrial Disputes Act.

17. To overcome this difficulty as already indicated the Bank has come forward with the plea of disciplinary action by way of punishment so as to bring the case in the excluded category. In Oriental Textile Finishing Mills, Amritsar Vs. Labour Court, Jullundur a case reported in 1971, II, LLJ, page 505 the facts were that the employees were on strike during the pendency of a reference which rendered the said strike illegal and although the workmen were persuaded to join the duties those persuasion failed and ultimately the management issued notice in joining upon the workmen to attend the duties by a specific date, which communication also fell in deaf ears as a result of which the names of these employees were removed from the rolls although no domestic enquiry was held in the misconduct. The question therefore

arose whether the termination was legal and that whether prior enquiry into the misconduct was obligatory and its omission rendered the order as illegal. Ultimately the Lordships of the Supreme Court held that though there was no enquiry it was open to the management to justify the action of termination of service by evidence led before the Industrial Tribunal and for this, proposition the earlier rulings in *Punjab National Bank Ltd. Vs. Workmen*, 1959 (II) LLJ, page 666, *workmen of Motipur Sugar Factory (P) Ltd. Vs. Motipur Sugar Factory*, 1965 (II), LLJ, page 162 *Hindustan General Electrical Corporation Ltd. Vs. Bishwanath Prasad* 1971 (II), III, page 349 were relied on. In the same case it was further held that if there was persistent and odious refusal by the workmen to join duty notwithstanding the fact that the management had done everything possible to persuade them and gave them an opportunity to come back to work but they have without sufficient cause refused would amount to misconduct and justify the termination of service. It was found that the notice issued to the workmen mentioned that he workmen were free to join duty by a certain date and further found that the misconduct attributed to the employees stood established and that the stand taken was reasonable.

18. Similarly in *Assam Oil Company Limited Vs. Their workmen* 1960(I), LLJ, page 587 it has been laid down that the words used in the order of discharge and the form which it may have taken are not conclusive in the matter, the Industrial Tribunal would be entitled to go behind the words and the form and decide whether the discharge is discharge simpliciter or not. Their Lordships further observed that if it appears that the purported exercise of the powers to terminate the services of the employee was in fact the result of the misconduct alleged against him then the Tribunal would be justified in dealing with the dispute on the basis that despite its appearance to the contrary the order of discharge is in effect an order of dismissal and at the same time the exercise of the powers in question to be valid must always be bona-fide. Similarly in *Gujarat Steel Tubes Ltd. Vs. Gujarat Steel Tubes Mazdoor Sabha*, 1980 (I), LLJ, page 137 (149) when the language of the termination order is equivocal or misleading it was held by their Lordships of Supreme Court that if the severance of service is effected, which in the instant case has been done, the first condition is fulfilled and if the foundation or cause of severance is the servant's misconduct the second is also fulfilled. The Lordships further observed that if the basis or foundation for the order of termination is clearly not turpitudinous or vitiated with evil pecuniary effects then the inference of dismissal stands and vice versa.

19. Everything therefore depends on whether the Bank successfully establishes the alleged misconduct so as to bring home the charge or the plea of disciplinary action, without which the interpretation of the term 'retrenchment' would be attracted and as already stated since there is no compliance of the provisions of Section 25F of the I. D. Act, despite several years of service, there would be no difficulty in quashing the order.

20. Was then the absence a misconduct on the part of the employees so as to attract disciplinary action. For the said purpose we shall have to again revert to the Staff Regulations particularly Chapter VI which lays down provisions or rules regarding leave and joining time. If we refer to these rules and at the same time refer to the chart of duration of leave enjoyed by the workman, no other conclusion would be possible than to hold that leave enjoyed was disproportionate to the period of service, a fact even admitted by the workman in one of her communication and that barring sick leave for 22 days on half pay, she had no other leave to her credit.

21. At one stage there was an attempt to plead illness for which purpose a certificate from a Doctor residing at Dadar was produced. When the employee was asked to appear before the Bank's Medical Officer as is evident from the report of the said Medical Officer dated 12-8-1977, not the illness but other factors were discussed with the said authority namely the factors like under-age of the children and there being nobody else in the family to look after them. At least from July, 1977 therefore there was no other ground for Smt. Padgaonkar to be away from the place of work except her family difficulties. This dilemma had assumed the character of conflict between two loyalties, first the employee owed to the Bank in whose service she was and the second to the family and her children. In the statement of claim after stating that the aim of the State is towards welfare of the Society,

it was tried to be urged that the difficulties in which Smt. Padgaonkar was placed should have been appreciated by the Bank and sympathetic considerations were due to her. The question is whether this difficulty would prevail on the difficulties of the Bank and that in the light of the difficulties experienced by Smt. Padgaonkar, she can be absolved of the charge of misconduct.

22. Apart from other objections to which a reference will shortly be made there are two main objections raised on behalf of the Union in their attempt to impugn the relevant order. In the first place it is contended that if the action is to be called at all a punitive action since no enquiry preceded the same, which enquiry is a must, the Reserve Bank of India cannot come forward with a say that the action was on the ground of alleged misconduct. There is also another objection namely the ordering not passed by the competent authority as required by the Regulations, the same is rendered invalid and therefore non-existing.

23. It is true that under the Award known as *Shri Venkatarama Aiyar Award* notified in the Gazette of India, dated 5-3-1968 under Chapter XIII the procedure for the termination of employment and taking other disciplinary action have been laid down, where paragraph 13.3 to 13.10 which speak of the procedure at the enquiry. It is an admitted fact that no such enquiry known as domestic enquiry, had taken place nor any chargesheet was issued nor the employee concerned had any opportunity to meet those charges. Relying on this circumstances therefore it has been urged that there is denial of natural justice and that in the absence of any pre-enquiry, it was incumbent on the Reserve Bank of India to hold the same, now it is too late in the day for the Reserve Bank to term the action as a disciplinary action much less entitle to establish the same.

24. What happens in the case when the misconduct is attributed and an action is taken but no prior enquiry has taken place, was the subject matter of various decisions of the Lordships of Supreme Court right from the decision in *Punjab National Bank Vs. Their workmen* had reported in 1960 I SCR 806 followed by other decision which are to be had in *Municipal Corporation, Greater Bombay Vs. P. S. Malavankar* and others reported in 1978, (II) LLJ, page 168 (page 172). In para 8 their Lordships observed relying on the various decisions enumerated there that even if the impugned order of termination of service was held to be punitive in character, and could not have been passed save and except as a result of a disciplinary enquiry held under the Standing Orders, impugned order cannot be struck down as invalid on the ground of non-compliance of the requirements of the Standing Orders, since the employers availed of the opportunity open to them and adduced sufficient evidence justifying the action taken by the management. It was further observed that this conclusion is fortified by a catena of decisions of the Supreme Court where it has been consistently held that no distinction can be made between cases where the domestic enquiry is invalid or defective and those where no enquiry has in fact been held as required by the relevant standing orders and in either case it is open to the superior to justify his action before the Tribunal by adducing relevant evidence. The objection therefore that in the absence of prior domestic enquiry and in the absence of prior opportunity to the employee to meet the charge, the R.B.I. cannot now come forward with the plea of misconduct cannot survive.

25. In the case above mentioned a similar point arose namely whether it was a termination simpliciter or termination amounting to dismissal for misconduct and on going through the evidence, which was adduced before the Tribunal it was held that the evidence established that the service of the Respondent was not satisfactory and therefore action could be taken against him. In the instant case also though there was no enquiry the R.B.I. coming forward with the plea that the consistent absence despite direction to resume duties amounted to misconduct and if therefore the Reserve Bank of India acted in a particular manner, the employee cannot complain. Of course, whether it amounts to misconduct or not, it is another question to be determined but the fact that if there is an averment regarding misconduct an opportunity is available to the employer even if he had held no prior enquiry, to adduce sufficient evidence and establish the misconduct for the first time before the Tribunal.

26 It was then urged that the decision was not taken by the Competent authority. It is not disputed that under the Regulations especially 3(d) the Manager means the officer in charge of an office or branch for the time being and it also means with reference to the different departments of Central Office the officer in charge of the department in which the employee is employed or is to be employed. Under Regulation 3(e) the competent authority means the Governor in case of Officers other than Officers in Grade 'A' and the Manager in other cases. We have already seen that the action which was contemplated namely to terminate the services of Smt Padgaonkar was approved by the Chief Officers and it was only the communication which was done by the Deputy Chief Officer as can be seen from Exhibits 56/M and 57/M. In the above mentioned case also though the order was passed by the authority competent to do so the communication was done by somebody subordinate to him but as it was the order of the authority not lacking any competency, mere communication was held to be no ground to strike down the order. It is also to notice that when the appeal was preferred to the Governor of the Bank as seen from Ex 59/M the same was turned down of course whether there was appeal or no appeal legal or otherwise of the original order would solely dependant on whether the same was passed by the Competent authority or not. Since the Chief Officer of the Department is to be termed a 'Manager' and therefore, he is entitled to pass the order, the objection in this regard also must fail.

27 I have already pointed out that Smt Padgaonkar was placed in such a circumstance that had she joined the duties, her children might have been neglected. At the same time I have also observed the conflict between two loyalties one to her family and the other to the RBI. Yet because of the contract of service with the Bank the family difficulties to a certain extent could not have been allowed to override those duties which she owed to the employer. In this regard though it is non-medical advice by a Medical Officer of the Reserve Bank of India it was a correct advice given by Dr Bhat to Smt Padgaonkar when he suggested either to join the duties immediately or to take option of temporary resignation of service with the option for reappointment in case the Bank agrees.

28 Under Regulation No 34 it is incumbent on an employee to serve the Bank honestly and faithfully and should use his utmost endeavours to promote the interests of the Bank. If anybody remains absent continuously whether there is leave to the credit or not, such an employee cannot be said to be following the directions in the Regulation No 34. We have also seen regulation No 39(1) which lays down that an employee shall not absent himself from his duties without having first obtained the permission of the competent authority, nor shall he absent himself in case of sickness or accident without submitting a sufficient medical certificate. It is only in the case of temporary in disposition as made out in the proviso the production of a medical certificate may be dispensed with. In the instant case at one stage Smt Padgaonkar reported that she was suffering from arthritis and had produced medical certificate in this regard but when the Bank doubted the veracity thereof and therefore directed the employee to appear before the Bank's Medical Officer as stated herein before no ground of illness was discussed or disclosed but the real difficulties were family difficulties in which Smt Padgaonkar was placed then. The ground of illness atleast at the relevant time was not a genuine ground. Sub-regulation (2) of Regulation 39 further makes it clear that an employee who absents himself from duty without leave or overstays his leave except under circumstances beyond his control for which he must tender a satisfactory explanation, shall not be entitled to draw any pay and allowances during such absence or overstay and shall further be liable to such disciplinary measures as the competent authority may impose. The absence therefore even under the Regulation is deprecated and when any employee absents himself without any reason it would expose such an employee to disciplinary action.

29 Without adverting to the various letters exchanged between the parties and the directions issued by the Bank from time to time which are there on record it can be held conclusively that at the relevant time despite several opportunities extended to Smt Padgaonkar for one reason or the other she could not avail of those opportunities and went on ex-

tending leave and remaining absent from the place of her duty as a result of which there was no leave to her credit, leave sought by her during the short span of nine years of service was extending for a period of three years or more. It is not that the Bank acted hastily and hurriedly in the matter nor that any sympathy was lacking but every time she was advised that it was in her interest to join the service immediately and at one stage the absence from 22-7-1977 to 25-10-1977 was ordered to be listed as extraordinary leave without pay and allowance. It is therefore evident that it was only when the patience of the Bank authorities was exhausted that they decided to sever the relationship. The grant of extra-ordinary leave is tied to be given help of and it is urged that atleast during this period the absence shall be deemed to have been condoned and therefore the same cannot be a ground for passing the order. The grant of extra ordinary leave in my view proves the absence of malafide on the part of the Bank and on the contrary suggests that for difficulties which Smt Padgaonkar was experiencing the Bank had sympathy but when the matter was stretched too long action followed.

30 There may be several employees serving in the Bank and with the help of the remaining employees the Bank could have carried on the work. The employee however cannot be allowed to make capital out of it otherwise if the presumption is that the absence of a particular employee would not effect the working of the Bank, the very reason for employment of such an employee would be non-existing and in that case there cannot be any grievance if he or she is thrown in the street. The contention therefore that there were other employees and her absence would not cause irreparable damage to the Bank would be of no avail.

31 In Indian Iron and Steel Company Ltd Vs Their workman 1958 (1), LLJ, page 260 the absence of an employee was on the ground that he was taken to the Police Custody by the Police which culminated in his absence from duty for certain period. The absence in the said case was not on account of volition on the part of employee but it was hoisted on him, even then the termination of service by the employer under the Standing Orders was held justified.

32 In Arvind Board and Paper Products Ltd Vs Its workmen which is a case decided by the Industrial Tribunal Bombay reported in 1958, (1), LLJ page 372, though the absence of the workmen was on the ground of arrest by the Police, the dismissal for the absence was upheld. A similar contention was raised that in the absence of any enquiry no order of dismissal for the misconduct could have been passed because it was found that it was difficult to what explanation the workmen could have given for their absence. In view of the provision the company could not have been asked to wait indefinitely pending the uncertain result of the criminal prosecution launched against them and the concern cannot afford to wait indefinitely for those of the workmen who absented themselves to turn up for work when they like or when they are in a position to do so. Even in the instant case Smt Padgaonkar was expecting the Bank to wait indefinitely so that she could tide over the family difficulties and then could resume duties. Such expectation could not have been there and it was really the duty of Smt Padgaonkar if she really wanted to serve the Bank to make other alternative arrangement and join the duties as and when asked to do so or if the family difficulties were unsurmountable either to quite or adopt the method suggested by the Bank's Medical Officer. It is true that Smt Padgaonkar who had the responsibility of two small children to bring up was in a dilemma yet the record speaks that sufficient latitude was shown and leave even when it was not due was granted and it was when the request remained unabated, the Bank came down with heavy hand. Not only at the time of order of termination but even when the matter was before the Assistant Labour Commissioner, the Bank had come out with the plea that it was a termination of service under Regulation 25(2)(b). It was therefore urged on behalf of the Union that when even before the Assistant Labour Commissioner the stand was of simple termination and not by way of punishment, the Bank should not now be allowed to overcome the difficulties created by the interpretation of Section 2(oo) of the Industrial Disputes Act to plead as disciplinary action.

Normally it is true that in cases particularly governing Section 33 of the Industrial Disputes Act it is the employee who pleads that the order of termination simpliciter is not a simple termination but a punitive action for the past conduct amounting to discharge or dismissal. Here the tables are turned in the sense when the employee described the termination as termination simpliciter and thereby falling under the definition of retrenchment under Section 2(oo) the management has come forward with the plea that the same was not a termination simpliciter but as a result of disciplinary action. It is contended on behalf of the Bank that the order was so worded though the continuous absence amounting to misconduct was the reason behind it so that the chances of future employment of the employees were not marred. If with this motive the order was passed and at the same time if there is sufficient material to uphold the misconduct and the resultant action against the employee, what is the real nature will have to be determined whether the plea is coming from the employee or the employer. In *Municipal Corporation, Greater Bombay Vs. P. S. Malavenkar* and others the case already referred to in para 7 page 171 their Lordships observed that it is now well-settled that the question whether a particular order terminating the service of an employee is by way of punishment or not has to be determined on the facts and circumstances of each case and the form of the order is not decisive of the matter. There as here two courses were left open before the employer namely to terminate the service after giving one month's notice or to impose the punishment for misconduct and it was held that the question as to which powers have been exercised has to be determined having regard to the substance of the matter and not its form. It was also further observed that one thing must be borne in mind that these are two distinct and independent powers and as far as possible, neither should be construed so as to emasculate the other or to render it ineffective. At page 172 it has been further observed that if misconduct of the employee constitutes the foundation for terminating his service, then even if the order of termination is purported to be made under the Standing Orders, it may be liable to be regarded as punitive in character though even in such cases it may be ascertained that the management had not punished but merely terminated. In the instant case the main foundation, I say the sole foundation was the continuous absence for long spell of period as seen from the noting prepared at the time of final order and because of such absence, no course was left open for the Bank but to pass the relevant order.

33. If we go to Chapter VI of the Regulations dealing with Leave and joining time, and if we compare the chart of leave of Smt. Padgaonkar it is evident that no leave was to her credit except 22 days leave on half average pay appearing in the record and her demand for extension on the ground of family difficulties and not on her own sickness was not at all justified. If therefore the Bank declined to grant such leave after trying to caution time and again the employee and directed her to resume the duties without fail, no fault can be found with the employer who it must be stated acted patiently for considerable length of time. The Bank as an employer was concerned with their own working and even though the difficulties of the employees should be considered and were considered yet if those difficulties created obstacles in the discharge of the duties of the employee which she owed to the Bank such private or family difficulties cannot be made a ground so as to ignore the duties as Bank employee.

34. Once the facts amounting to misconduct are established and the record is clear in this regard leave to no other conclusion, although the same has been established not during the enquiry but in the course of the trial before the Tribunal, and unless the final order is found to be disproportionate, shocking or harsh it would not be possible for the Tribunal to interfere in the matter, even if had the matter been left to this Tribunal some other order might have been passed. When the employer has exercised his option in a particular manner unless the interference is legally permissible the action cannot be frowned upon.

35. I am told that during the sickness the Bank had sanctioned medical bills but this does not mean that all 1318 GI/8 2-5.

along the employee was ill nor it would mean that the employer must condone the absence. Even in the case where there was incarceration against the will of the employee, the absence was found to be sufficient to render valid the action of the management terminating the service. It is not therefore whether the case was genuine or not but because the absence would have been no longer tolerated by the Bank. Furthermore, as already pointed out when the examination by the Bank's Medical Officer was insisted upon it was revealed that it was not on the ground of illness but family difficulties which normally in the case of continuous absence the employer cannot be expected to take notice of it, atleast when several opportunities advanced were ignored the Bank cannot be said to have acted harshly.

36. Net result of the above discussion is that since the action of termination is found to be by way of punishment the provisions of Section 2(oo) of the Industrial Disputes Act and the interpretation namely that termination was for any reason whatsoever cannot be attracted nor the failure to abide by the provisions of Section 25F of the Act would be of any avail since in the case of termination by way of punishment those provisions will not be attracted.

37. The order as it was given retrospective effect yet when the operative part of the order is severable merely because retrospective effect has been given cannot render the whole order nugatory. When an order is found severable in *Jeevaratnam (R) Vs. State of Madras, 1967 (1), L.J.*, page 391 their Lordships of the Supreme Court held that retrospective part can be given fullest effect, and though the Court cannot pass a new order of dismissal, but certainly it can give effect to the valid and severable part of the order.

38. The conclusion therefore is that the challenge to the order must fail and that the action of the management in terminating the services of Smt Padgaonkar was fully justified.

Award accordingly.

No order as to costs.

Dated : 20-1-83.

M. A. DESHPANDE, Presiding Officer

[No. L-12012/187/80-D.II (A)]

S.O. 1344.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay in the industrial dispute between the employer in relation to the State Bank of India, Nagpur and their workmen, which was received by the Central Government on the 28th January, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-3 of 1981

PARTIES :

Employers in relation to the management of State

Bank of India, Region No. 1, Nagpur;

AND

Their Workmen

APPEARANCES :

For the employer—Mr. A. A. Khan Officer-in-Charge, Disciplinary Proceedings Cell.

For State Bank Workers' Organisation—Mr. P. V. Gade, Advocate.

INDUSTRY : Banking

STATE : Maharashtra

Bombay, dated the 17th day of January, 1983

AWARD

The Government of India, Ministry of Labour, by order No. L-12012/23/80-D.IIA dated 28th February, 1981, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947), have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of State Bank of India, Region No. 1, Nagpur and their workmen in respect of the matters specified in the Schedule mentioned below :—

SCHEDULE

"Whether the action of the management of State Bank of India, Region No. 1, Nagpur in relation to their Dhamangaon Badhe Branch in terminating the services of Shri N. D. Deo, Cashier-cum-Clerk with effect from 15-1-1980 is justified? If not, to what relief is the concerned workman entitled?"

2. The workman, N. D. Deo, was working as Cashier-cum-Clerk at the State Bank of India, Dhamangaon Badhe Branch as per order of the Bank dated 9-2-1978 from the Regional Manager, Nagpur. This order was directed to the Branch Manager of the Bank at Dhamangaon Badhe Branch. The workman was by order, dated 14-2-1978, by the Branch Manager, State Bank of India, Dhamangaon Badhe Branch temporarily appointed for six months. According to the workman, he was appointed in a permanent vacancy with an assurance of not giving any break and to be observed permanently after appearing for a personal interview which was to be conducted shortly. The General Secretary, State Bank Workers' Organisation (hereinafter referred to as the "Organisation") alleged in the statement of claim that even though personal interviews were held by the Bank three times in the year 1978 the workman was not called for the interview. He was directed by the letter dated 17th July, 1979, of the Branch Manager, Dhamangaon Badhe Branch to appear for written test on 22nd July, 1979. It is alleged in the statement of claim that the workman was served with a notice of termination dated 1st January, 1980. The workman protested against the notice of termination by this representation dated 5th January, 1980. The Organisation thereafter filed a dispute with the Asstt. Labour Commissioner (C) on 10-1-1980. It is alleged that the Bank did not settle the dispute and a failure report was submitted by the Asstt. Labour Commissioner (C) on 15-2-1980.

3. It is further alleged in the statement of claim that before the appointment of the workman at Dhamangaon Badhe Branch he had put in 252 days in the State Bank of India at Buldhana Badhe Branch. In view of his past service, it was stated in the statement of claim, that the workman was appointed temporarily at Dhamangaon Badhe Branch with effect from 14-2-1978 in a permanent vacancy. It is further alleged that terminating the workman's services with effect from 15-1-1980 was illegal and in contravention of the assurance given to him in the order dated 14-2-1978. According to the Organisation, for the purpose of recruitment and absorption in the permanent vacancy the employees of the State Bank of India were governed by the provisions of the "Sastry and Desai Awards" as modified by subsequent settlements. It was pointed out that the workman having served at the Buldhana Branch of the State Bank of India, earlier to his employment at Dhamangaon Badhe Branch for 252 days happened to be a retrenched employee, who in the normal course should have been given preference for filling up the permanent vacancy at Dhamangaon Badhe Branch after completing his probationary period of six months. As per the appointment letter dated 14-2-1978 the workman was to be absorbed in permanent vacancy after passing a personal interview. It was therefore stated that terminating the services of the workman with effect from 15-1-1980 for not passing a written test was in breach of the contract. It was therefore, prayed that the action of the Bank in terminating the services of the workman be declared as illegal and wrongful and that he be reinstated in his substantive post at Dhamangaon Badhe Branch with continuity of service and seniority and back wages.

4. The employer—State Bank of India—resisted the demand of the Organisation by its written statement dated 4-9-1981.

It was denied that the workman was appointed in a permanent vacancy. The Bank pleaded as follows. The number of temporary employees working in the Bank was found to be very large and even the number of those who had completed one year's continuous service while working in superannuity capacity was also so large that it was not feasible to absorb all of them in the permanent vacancies immediately. Considering this and other factors it was decided that before such employees could be considered for permanent absorption in the Bank, it was necessary to test their suitability according to the Bank's criteria and a recruitment test/personal interview was thought to be the feasible mode of judging the suitability of such employees to be considered for permanent absorption. Even though "personal interview" was given out in the letters of appointment as the mode of judging the workman's suitability for permanent absorption that by itself would not lead to the conclusion that in the case of this workman it was the only mode. The employers were not bound to test his suitability only by personal interview and not by the written test. The personal interviews held in the year 1978 were of the employees who first qualified themselves in the recruitment test. The workman not having qualified there was no occasion for calling him for personal interview. The workman did appear for two tests in 1978. He, however, did not succeed in the said recruitment test. It was, therefore, decided that the services of the present workman along with three other workmen who had not passed the written test were to be terminated after giving them retrenchment compensation. Even hereafter the present workman along with some others was advised to appear for another test which was held at Bombay on 22-7-1979. The present workman appeared for the test, but did not pass the test. The management therefore served the workman with a notice dated 1-1-1980 terminating his employment, in view of his failure to qualify himself in the written test. As the case of the workman was being sponsored by a Union which was not recognised under the Code of Discipline adopted by the management, the Conciliation Officer was informed that the management would not appear before him in the proceedings which have been sponsored by the Union not recognised by the Bank. The management informed the Conciliation Officer that it was prepared to participate in the proceedings if a separate hearing was given to them. It was not denied that the terms and conditions of the employees are governed by the Sastry and Desai Awards. It was, however, stated that it was open to an employer to change the mode of recruitment from the mode of selection according to exigencies. It was stated that even though it was mentioned in the appointment order of the workman that his absorption was to depend upon his passing in the personal interview it was not obligatory on the management to stick to that mode of selection alone. It was, therefore, prayed that there was no substance in the dispute raised on behalf of the present workman and the reference be answered by an award negating the claim of the workman.

5. The cause of this workman was espoused by the Organisation. The statement of claim to which reference has been made above was filed by the Organisation on 14-8-1981. The workman, Deo, however, informed this Tribunal by his letter dated 4-9-1981 that he had already disaffiliated himself from the Organisation and that he had authorised the State Bank of India and Subsidiary Banks Employees' Union (hereinafter referred to as the "Union") to appear on his behalf before this Tribunal. He had further prayed that the statement of claim, if any, filed by the Organisation may be treated as cancelled and the statement that would be filed by the Union may be accepted. The said Union also filed an application with the same prayer on 20-10-1981. For the reasons given by me in my order dated 10-8-1982 I rejected both these applications. I pointed out in that order that the workman was not a party to this reference, that the Organisation was a party to the reference; that the Organisation had espoused the cause of the workman and that no exceptional circumstances were shown to me as to why the representation of the Organisation should be cancelled. In my order I made a reference to the decision of the Supreme Court in the case of Ram Prasad Vishwakarma v. Chairman, Industrial Tribunal, Patna (AIR 1961 No. 48 p. 857) I had, however, directed in my said order that the workman will be allowed to produce his documents if any or make his own submission in addition to the submission that would be made on behalf of the Organisation. I had also permitted the workman to

file a written statement, if any in addition to the written statement filed by the Organisation. The workman did not file any written statement.

6. The workman was examined on the hearing of the case. No any other oral evidence was adduced on behalf of the parties viz., the Bank and the Organisation. The parties adduced documentary evidence.

7. Now, it is the contention of the Organisation that the workman, Deo was appointed by the Bank by its order dated 14-2-1978 which order was issued by the Branch Manager, Dhamangaon Badhe Branch, temporarily for six months in a permanent vacancy with an assurance of not giving any break and to be absorbed permanently after appearing for personal interview which was to be conducted shortly. Now, that appointment letter is at exhibit O-2. The text of the letter is as follows :—

“With reference to your application, we have decided to appoint you as a Cashier-cum-Clerk in temporary supernumerary capacity initially for the period of six months from today.

Although, we do not propose to give break in your temporary service, your permanent absorption in the bank will depend upon the outcome of the Personal Interview which will be conducted shortly.”

The Bank denied in its written statement that the workman was employed in a permanent vacancy. It is the case of the Bank that the workman was appointed purely in a temporary supernumerary capacity. This is borne out by the letter of appointment. The contention of the Bank further is that the number of temporary employees working in the Bank was very large and it was not possible to absorb all of them in the permanent vacancies immediately. The Bank, therefore, decided that before such employees could be considered for permanent absorption in the Bank it was necessary to test their suitability according to the Bank's criteria and a recruitment test/personal interview was thought to be the feasible mode of judging the suitability of such employees to be considered for permanent absorption. It was further submitted that even though personal interview was given out as the mode of judging the workman's suitability for permanent absorption, that by itself would not lead to the conclusion that in the case of this workman it was the only mode. According to the Bank, it is not bound to test the suitability of the employees only by the personal interview. With regard to the contentions of the Organisation that the workman was not called for personal interviews held on 4-4-1978, 29-12-1978 and 30-12-1978 the Bank pleaded that the personal interview held on these dates were of the employees who had first qualified themselves in the recruitment test. It was pointed out on behalf of the Bank that this workman was called for recruitment test in April 1978 and again in December 1978. He appeared for those tests, but he did not succeed. It was further pointed out that the workman similarly placed were called to appear for the test and some of them passed the test. According to the Bank, the present workman along with a few others was given a chance to appear for another test held in July, 1979. All these four employees appeared for the test and excepting the present workman rest of them passed. Consequent upon the failure of the workman to qualify himself in the test held in July, 1979, the management served the workman with the notice of termination. The notice of termination is at exhibit O-4. It is dated 1-1-1980. The notice states that as the workman had failed to qualify in the special test for Clerk/Cashier held on 22-7-1979 at Bombay the Bank had decided to terminate his services with effect from 15-1-1980. A cheque in favour of the workman representing the retrenchment compensation equivalent to 15 days average pay for every completed year of services was enclosed.

8. Now, it is clear that the workman was appointed in a temporary supernumerary post initially for a period of six months. It is true that the workman was informed by the Bank's letter dated 14-2-1978 (exhibit O-2) that his permanent absorption in the Bank will depend upon the outcome of the personal interview. The contention of the Organisation is that his suitability should have been decided by personal

interview only. He should not have been called upon to appear for the written test. I think there is no substance in this contention. In order to find out whether the workman was entitled for being absorbed in the permanent vacancy we have to take into consideration the relevant rules and regulations or the terms of settlement, if any, in force at the material time. Mr. Khan, an officer of the Bank who represented the Bank, submitted that the letter of appointment at exhibit O-2 was carelessly drafted; that will, however, according to Mr. Khan would not give right to the workman to say that he need not pass the written test if such a test was prescribed under the rules and regulations in force. I think, there is much substance in this submission.

9. Reliance was placed on behalf of the Organisation upon certain paragraphs in the Sastry Award. In Para 493 on which reliance is placed by the Organisation what is stated is that the Tribunal did not think it necessary to lay down conditions regarding the minimum qualifications for recruitment of the staff by banks as the requirements of different banks are not necessarily uniform. Para 495 of the Sastry Award deals with the cases of probationers. It lays down that the ordinary period of probation should not exceed six months, which period may be extended in suitable cases. The present workman was not appointed as a probationer. The question is what were the rules and regulations and what was the procedure adopted by this Bank for recruitment for the post of Clerks/Cashiers, etc. An extract from the Bank's rules and regulations (Ex. E-8) contained in publication entitled “Hand Book on Staff Matters” detailing procedure regarding recruitment in the Bank's service has been placed on record. Clause 11 of that extract deals with written test. It is in the following terms :—

“Eligible candidates are directed by the Personnel Department to appear at the written test (objective type) in the following subjects :—

- (a) Numerical Ability,
- (b) Abstract Reasoning (Central Intelligence),
- (c) Clerical Aptitude, and
- (d) English Language.”

Clause 12 deals with personal interview. It states that the successful candidates in the written test are interviewed by a Section Committee constituted by Bombay Local Head Office. Clause 13 provides that the Committee, after interviewing all the candidates who appeared at the interview, draws a waiting list of the successful candidates. The successful candidates on the waiting list are posted to Branches as and when suitable vacancies arise. In view of these rules of recruitment no fault in my opinion can be found with the Bank in insisting upon the present workman to appear and pass the written test, especially when the Bank was confronted with a large number of temporary employees.

10. There is, in my view, another angle from which the matter can be looked at. Written test, if it is prescribed by the rules and regulations can in my view be looked upon as a part and parcel of personal interview. I, therefore, find that there is no substance in the contention of the Organisation that the Bank was not justified in insisting upon the passing in the written test. As the workman did not pass the written test, the action of the Bank, in my opinion, in terminating the temporary services of the workman was justified.

11. One more point urged on behalf of the Organisation was that the notice of termination is dated 1-1-1980, and the Bank sought to terminate the services of the workman with effect from 15-1-1980. It is submitted for the Bank that in view of the provisions in Section 25-F of the Industrial Disputes Act, the workman is required to be given one month's notice in writing indicating the reasons for retrenchment. It is pointed out for the Organisation that the notice of termination is of 15 days only. Prima facie this notice could have been found to be invalid for terminating the services of the workman. However, it appears that the Organisation demanded reinstatement and continuance of the workman in the services and raised a dispute before the Asstt. Labour Commissioner (C), Nagpur, who initiated the conciliation proceedings. It is common ground between the parties that the workman was continued in service even after 15-1-1980 as a

result of the direction of the Conciliation Officer and ultimately he was stopped from work from 28-2-1980. It will thus appear that even though the notice of termination dated 1-1-1980 reported to terminate the services of the workman was of 15 days only the workman remained in service for more than one month.

12. The object of giving notice obviously is to Mitigate the hardship to the workman and give him sufficient time before he is actually terminated. In this case, the services of the workman came to an end about 1-1/2 months after the notice of termination. I, therefore, do not think that the termination produced a certificate sheet containing the particulars of salary. The compensation paid therefore is adequate.

13. At the time of termination, retrenchment compensation as laid down by the provisions of Section 25-F of the Industrial Disputes Act has been paid to the workman. He was in service for about two years and the retrenchment compensation has been paid on that basis. No dispute was raised in the statement of claim that the compensation paid was inadequate. Even otherwise it has been pointed out by Mr. Khan on behalf of the Bank that the basic pay of the workman at the material time was Rs. 170 and dearness allowance was Rs. 324.36. He stated that the compensation of Rs. 494.36 has been given to the workman. The Bank has produced a certificate sheet containing the particulars of salary and allowances paid to the workman. It is at exhibit E-7. The compensation paid therefore is adequate.

14. In the result, I find that the action of the management of State Bank of India, Region No. 1, Nagpur, in terminating the services of N. D. Deo, Cashier-cum-Clerk with effect from 15-1-1980 is justified. The workman, therefore, is not entitled to any relief.

15. My award accordingly. No order as to costs.

[No. L-12012/23/80-D II (A)]

M. D. KAMBLI, Presiding Officer

S.O. 1345.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Hyderabad in the industrial dispute between the employers in relation to the Union Bank of India, Vijaywada and their workmen, which was received by the Central Government on the 1st February, 1983.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

Industrial Dispute No. 7 of 1981

BETWEEN

Workmen of Union Bank of India, Vijaywada.

AND

The Management of Union Bank of India, Vijaywada.

APPEARANCES :

Sri M. V. Madhava Rao, General Secretary, Union Bank Employees' Union, for the Workmen.

Sri I. A. Naidu, Hon. Secretary of A. P. Federation of Chambers of Commerce and Industries, for Management.

AWARD

In exercise of the powers conferred by Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947, the Government of India referred the following industrial dispute existing between the Employers in relation to the Union Bank of India and their Workmen by order No. L-12012(265)/80-D.II(A) dated 24-4-1981 to this Industrial Tribunal for adjudication :

"Whether the action of the Management of Union Bank of India in relation to its Vijayawada Main Branch, Vijayawada, in denying promotion to Miss A. J. Elavia, Head Clerk to a post in Officer Cadre is justified? If not, to what relief is the workman concerned entitled?"

2. Espousing the cause of the concerned worker, namely, A. J. Elavia, the Union Bank Employees' Union filed a statement of claim contending as follows : The Management of the Union Bank of India identified 18 vacancies in the officer cadre in Andhra Pradesh for the year 1979. In terms of the promotion policy agreement signed between the Management and All India Union Bank Employees' Federation, 50 per cent of the vacancies are to be filled up by promotion on seniority basis, 25 per cent on the basis of ranking on the panel of employees who come out successful in the test conducted for purpose in 1978 and the balance of 25 per cent by direct recruitment from outside. However, in respect of the vacancies identified for 1979, it was agreed by the Management that 100 per cent would be filled up by promotion; 50 per cent on the basis of seniority and 50 per cent in order of ranking on the said panel of successful candidates. Miss A. J. Elavia's name appeared as No. 8 on the said panel of successful candidates at the time of its publication in December, 1978. But after absorption of the first five candidates against the vacancies for 1978, her position improved to No. 3. She was therefore entitled to promotion from the clerical cadre to officer cadre against the identified vacancies in Andhra Pradesh for 1979. Unfortunately, the Management of the Bank ignored her, while issuing the promotional orders for 1979. In spite of several representations given by the workmen and their parent Organisation i.e. All India Union Bank Employees' Federation, the Management has failed to offer Miss Elavia the promotion, to which she is legitimately entitled. The Management's action of depriving Miss Elavia for her rightful claim to promotion has not only disappointed her but also caused resentment among the other members of the Union. Further Miss Elavia offered herself as one of the candidates in the test for promotion to Officer cadre against the vacancies to be identified in 1980, conducted in the month of December, 1979. But the Management did not allow her to appear in the test. The panel of successful candidates of the test held in December, 1979 was not announced until the alleged "Bar" imposed on her was lifted. Thus it is clear that the Management deprived her once a promotion to officer cadre from the panel of successful candidates published in December, 1978 and secondly did not give an opportunity to seek permission to the test held in December, 1979. Hence their claim that Miss Elavia be given promotion to Officer cadre with retrospective effect.

3. To the above claims statement, the Management filed on 12-10-1981 a counter affidavit of its Regional Manager at Hyderabad averting as follows :—Miss A. J. Elavia was empanelled at Serial No. 8 out of the successful candidates in the competitive test and interview held to the post of Officer Grade II. During the currency of the panel, though a vacancy arose for appointment of Officer Grade II in the year 1979, Miss A. J. Elavia could not be appointed as Officer Grade II in the vacancy in view of her earlier refusal to accept higher appointment in the said cadre as special assistant. Her refusal operated as a bar on her in terms of Clause No. 6. 4 of the promotion agreement dated 22-10-1975 entered into between the Management of Union Bank of India and its Workmen represented by the All India Union Bank Employees' Federation. Miss A. J. Elavia was working as Head Clerk. On 29-9-1978 she was offered the post of Special Assistant as per Clause No. 2.3 of the promotion agreement dated 22-10-1975. As per this Clause, Special Assistant would be appointed from among the existing Head Clerk based on seniority as Head Clerk inclusive of weightage for educational qualifications obtained after appointment as Head Clerk. The post of Special Assistant carries a Special Allowance of Rs. 91.00. Hence the post of Special Assistant is a higher post as defined in Clause 1(a) of promotion agreement. As Miss A. J. Elavia had refused to accept the offer of special Assistant offered to her on 20-9-1978, she was barred for higher appointment/promotion for a period of two years as per Clause 6.4 of the promotion agreement by the Management by its letter dated 22-11-1978. Hence even though she was empanelled in the year 1978 to be eligible for appointment as

Officer Grade II and even though during the currency of the panel her turn for appointment had come up for consideration, she could not be appointed to the cadre of officer Grade II in view of Clause No. 6.4 of the promotion agreement read with the above debarring letter dated 22-11-1978. Hence the Management was right in refusing to appoint Miss A. J. Elavia as Officer Grade II when her turn had come up for appointment in the year 1979. No doubt Miss A. J. Elavia offered herself as one of the candidates in the competitive test for promotion to Officer Grade II cadre for the vacancies to be identified in 1980. The Management did not permit her to sit for that test in view of the fact that by December, 1979 the above said bar against her continued to be in force upto 19-9-1980. Further, as per Clause No. 4.1 of the promotion agreement, it is one of the preconditions for promotion, besides good service record and educational qualifications etc., that an employee should have qualities of initiative and willingness to accept higher responsibilities, etc., for consideration to promotion, along with seniority. Acceptance of higher responsibilities is one of the criterion for consideration to the promotion. As Miss A. J. Elavia refused to accept the higher post of Special Assistant offered to her, she was rightly not allowed to sit for the examination conducted in December, 1979 and to the subsequent interview held in July, 1980 as per the above said Clause 4.1. Miss A. J. Elavia is not entitled to promotion as Officer Grade II with retrospective effect. Hence the claim of the Union is liable to be rejected with costs.

4. After change of Advocates of the Management, an additional counter was filed by the Management on 15-2-1982. This additional counter is a detailed repetition of the earlier averments of the original counter, without any tenable additional grounds.

5. During the course of the enquiry, seven documents were marked by consent by both the parties as Exs. M1 to M7. Ex. M1 is a copy of agreement dated 22-10-1975 entered into between the Management of the Union Bank of India and its workmen represented by All India Union Bank Employees' Federation on the question of promotion and other matters. Ex. M2 dated 15-7-1978 is a Memorandum issued by the Management of the Bank offering the higher appointment of Special Assistant to Miss A. J. Elavia. Ex. M3 dated 20-9-1978 is the letter of Miss A. J. Elavia to the Branch Manager of the Bank expressing her unwillingness to accept the above offer. Ex. M4 dated 22-11-1978 is a copy of the letter of the Superintendent, Department of Personnel of the Bank imposing a bar against Miss A. J. Elavia for a period of two years from 20-9-1978 from being considered for higher appointment/promotion. Ex. M5 dated 24-2-1981 is Memorandum issued by the Bank offering for the second time the post of Special Assistant to Miss A. J. Elavia. Ex. M6 dated 16-7-1981 is the letter of Miss A. J. Elavia to the Management of the Bank expressing her refusal to accept the above second offer. Ex. M7 dated 30-7-1981 is a letter of the Superintendent, Department of Personnel of the Bank imposing the second bar of two years from 16-7-1981 against Miss A. J. Elavia from being considered for higher appointment/promotion.

5.A. Besides marking the above documents by consent, the Workmen examined Miss A. J. Elavia as W.W.1, whereas the Management examined its present Assistant Superintendent (Personnel) Union Bank of India, Zonal Office, Bangalore, as M.W.1. According to the evidence of W.W.1 in her chief-examination, she is working as Head Clerk in Union Bank of India at Vijayawada since 1978. She offered herself as a candidate in the Officers test held in 1978. Her name was 8th in the list of successful candidates. After the result of the above test, she was offered the higher post of Special Assistant twice. But she was not offered the promotional post of Officer. She also offered herself for the test of Officers held in the year 1979. She was not intimated the date of the examination after she sent her application for the above test. So she presumed that they did not accept her as a candidate for the above test. Regarding offers for the post of Special Assistant she refused both the offers. One of the offers was after the panel of successful candidates for the post of officers held in 1978 was published. The second offer was before the publication of the panel in between the written test and the earlier interview.

6. On her above chief examination, the following answers are elicited in her cross examination. The original appointment of W.W.1 in the Bank was as Typist-cum-clerk in the year 1970. Ex. M2 is a Memorandum, under which the Management gave her the first offer of Special Assistant. She rejected the above promotion as per her letter marked as Ex. M3. Ex. M5 is a Memorandum, under which the Management offered her the promotional post of Special Assistant for the second time. Ex. M6 is her letter by which she declined the second offer. Ex. M4 is a copy of the letter of the Management, by which W.W.1 was informed that she was barred for consideration for higher appointment or promotion for a period of two years on Accounts of her refusal to accept the first offer. Ex. M7 is another letter from the Management informing W.W.1 that she would be barred from being considered for higher appointment or promotion for a period of two years on account of her declining the second offer of the post of Special Assistant. W.W.1 did not make any representation to the Management protesting against the bar imposed on her under Exs. M4 and M7. W.W.1 does not know whether the above bar was imposed on her as contemplated in Ex. M1 agreement.

7. According to the chief examination of M.W.1, he worked as Personnel Officer in the Regional Office of the Union Bank of India at Hyderabad from February, 1979 to June 1981. From July 1981 till March 1982, he worked as the Assistant Superintendent (Staff) in the Regional Office of the Union Bank of India, Hyderabad. W.W.1 was appointed as Typist-Cum-Clerk in the Bank in the year 1970. She worked like that till 1978. She was made Head Clerk in the Bank with effect from 1-9-1978. As W.W.1 declined the Ex. M2 offer by her Ex. M3 reply, she was intimated of two years bar for promotion by Ex. M4 communication as per Clause 6-4 of Ex. M1 agreement. After the two year bar period was over, they gave W.W.1 the second offer as per Ex. M5, which was also refused by her as per Ex. M6. Hence Ex. M7 bar was imposed on her for a period of two years. W.W.1 was one of the candidates for the officers test held by the Bank in the year 1978. As per the list of successful candidates published in the year 1979, her rank was No. 8. The written examination for the above test was in the month of September, 1978 and the oral interview was in December, 1978. Though W.W.1 was the successful candidate with rank No. 8, they did not give her the promotional post of officer in view of Ex. M4 bar. As the application of W.W.1 for writing the 1979 officers test was during the bar period covered by Ex. M4, they did not allow her to appear for the officers test held in the year 1979. So no call letter was issued to W.W.1 asking her to appear for the test. Consequently, she made a representation to the Bank to permit her to appear for the test. The Bank intimated her that she cannot be permitted in view of the Ex. M4 bar. The Bank published the list of candidates successful in the officers test held in the year 1979. Ex. M1 is an agreement entered into between the Management of the Union Bank and its Employees' Union regarding the question of promotion and other matters. Ex. M1 agreement is still in force.

8. On his above evidence in chief-examination, M.W.1 stated in his cross examination as follows :—W.W.1 continues to work in Vijayawada Bank. The offer of a post of Head Clerk was made to her in Vijayawada Branch. Ex. M2 offer to W.W.1 as Special Assistant was at Warangal. The reason given by W.W.1 for declining the first offer was unavoidable family encumbrances at that time.

9. workman concerned in this case namely, Miss A. J. Elavia has joined as Typist-cum-Clerk in the Union Bank of India in the year 1970. She was promoted to the post of Head Clerk in the Bank with effect from 1-9-1978. Ex. M1 is the promotion agreement dated 22-10-1975 entered into between the Union Bank of India and its Workmen represented by the All India Union Bank Employees' Federation. The Management issued Ex. M2 Memorandum dated 15-7-1978 offering the higher post of Special Assistant to Miss A. J. Elavia at Warangal. That post was carrying at that time a Special Allowance of Rs. 91.00 per month. The above post was actually offered to Miss A. J. Elavia on 12-9-1979, when she was working as Head Clerk in the Vijayawada Branch of the Bank. By Ex. M3 letter dated 20-9-1978, Miss A. J. Elavia informed the Management

regretting that due to unavoidable family encumbrances at that time she was unable to accept that offer. Consequently, the Management by Ex. M4 letter dated 22-11-1978 informed Miss A. J. Elavia that she will be barred from being considered for higher appointment/promotion for a period of two years from the date of her refusal i.e. 20-9-1978. In that letter Miss A. J. Elavia was further informed that she will also not be eligible to work in higher post in the same cadre on temporary assignment or to officiate in higher cadre during the period of the bar. In the above state of affairs, the Management of the Bank identified 18 vacancies in the cadre of Officers Grade II in Andhra Pradesh for the year 1979. To select suitable officers to fill up the said posts, a written test in September, 1978 followed by an oral interview in December, 1978 was conducted for the eligible bank employees. As per the result of the above selection published by the Management in December, 1978, the name of Miss A. J. Elavia appeared as No. 8 on the panel of successful candidates. The first 5 of the successful candidates were absorbed in the Bank in the year 1978 itself. After such absorption the position of Miss A. J. Elavia improved to No. 3. Though there were sufficient vacancies to appoint Miss A. J. Elavia to the post of Officer grade II in the Bank in the year 1979, she was not given the Officer's post on the ground that the bar under Ex. M4 was in force at that time. Subsequently, the Bank identified some more vacancies for the year 1980. To select suitable candidates for the year 1980 vacancies, the Management conducted a written test in December, 1979 followed by an oral interview in July, 1980. Miss A. J. Elavia offered herself as one of the candidates in the above test. She was not permitted to appear for that test on the same ground that Ex. M4 bar was in force. The result of that test was published somewhere in October, 1980, undisputedly after the expiry of Ex. M4 bar on 19-9-1978. Thereafter Miss A. J. Elavia was again offered the post of Special Assistant at Visakhapatnam by the Management as per Ex. M5 Memorandum dated 24-2-1981, at which time the post carried a special allowance of Rs. 283.00 per month. By Ex. M6 dated 16-7-1981, Miss A.J. Elavia informed the Management refusing to accept the offer on the ground that she was not in a position to undertake a transfer to Visakhapatnam at that moment. Consequently, the Management imposed the second bar against A. J. Elavia debaring her for consideration for higher appointment/promotion for a further period of two years from 16-7-1981, as per letter marked as Ex. M7 dated 30-7-1981. Long before the imposition of the second bar, the Government of India referred this industrial dispute for adjudication on 24-4-1981. The above are the undisputed facts in this case.

10. As can be seen from the above dates, the agitation leading to the present industrial dispute must have started sometime earlier to the reference dated 24-4-1981. It can safely be presumed that the Management gave the second offer of the post of a Special Assistant to Miss A. J. Elavia under Ex. M5 dated 24-2-1981 after the starting of the agitation by the workmen, as the dispute must have been pending for sometime in the stages of negotiation, conciliation and decision taking by the Central Government preceding the reference. So it would appear that the second offer was made to thwart the promotion to Miss A. J. Elavia by resorting to the second bar, when the workmen were actually agitating for her promotion and when there was no question of Miss A. J. Elavia accepting the second offer at that time. This sort of conduct on the part of the Management must be held to be mala fide and amounting to harassment and victimisation of the workmen. However Ex. M5 to M7 are irrelevant for the purpose of decision in this case, since the second bar under Ex. M7 was imposed against Miss A. J. Elavia long after the reference in this case.

11. The learned representative for the Management took a preliminary objection that the present reference is not valid, since the concerned workwoman did not pursue her remedy of appeal provided by the Ex. M1 agreement. Obviously, the learned representative is referring to the "Preliminary" portion of Ex. M1 agreement which reads as follow:—

"Appointment to a post carrying higher status in the same cadre, can not be automatic on the basis of seniority of service. Other factors like educational qualifications, good service record, integrity etc. cannot be ignored. Seniority of a person will not

be superceded without good and cogent reasons and decision of the Management should be borne out by the service record of the employees. Such decision and the reasons thereof will be communicated to the employee concerned in writing. The aggrieved employee will have a right to appeal to the Chief Executive which will be disposed of within 60 days of the receipt of the appeal."

12. The above portion of the Agreement provides a right of appeal to the workman when the seniority of the workman is overlooked in a case of appointment to a post carrying higher status in the same cadre. In the present case, it is not the case of either party that the seniority of Miss A. J. Elavia is overlooked. On the other hand, the Management itself was offering repeatedly the higher post of Special Assistant in the same cadre to Miss A. J. Elavia. So there is absolutely no need for Miss A. J. Elavia to prefer any appeal contemplated in the above quoted "Preliminary" portion. As such the contention of the Management on this aspect is untenable and misconceived.

13. Before proceeding with further discussion, let us see the relevant provisions of Ex. M1 Agreement, Clause 1.1(a) reads as follows:—

"Term 'HIGHER POST' will mean specified assignment or appointment in the same cadre which entitles a workman to receive a Special Allowance under the Awards/Settlements governing Bank workmen, namely Head Clerk or Special Assistants or Assistant Head Cashier or Head Cashier in the clerical cadre and Head Peon of Daffary or Bill Collector or Cash Peon in the Subordinate Cadre."

Clause 1.1(c) reads as follows:—

"Term 'PROMOTION' will mean promotion from one cadre to next higher cadre i.e. from the Subordinate cadre to Clerical Cadre or from the Clerical Cadre to the lowest grade in Officer Cadre".

Clause 2.3(a) reads as follows:—

"Special Assistants will be appointed from among the existing Head Clerks, based on seniority as Head Clerks inclusive of weightage for qualifications obtained after appointment as Head Clerks."

The relevant portion of Clause 6-4 reads as follows:—

"If an employee refuses to accept a higher appointment in the same cadre or a promotion to the higher cadre offered strictly in terms of these Rules, at the station where he is working, he shall forfeit his claim for such higher appointment/promotion for a period of three years from the date of such refusal. Refusal to accept a higher appointment/promotion at any other station in the same state will bar him for such higher appointment/promotion for a period of two years. Such employees will not be eligible even to work in higher posts in the same cadre on temporary assignment or to officiate in a higher cadre during the period of bar. For this purpose the offer of appointment to a higher post/promotion to a higher cadre should be in writing to the employee concerned and the refusal thereon should also be in writing."

14. So, as can be seen from the above provisions, higher post like Special Assistant is only a post with higher status in the same cadre with some special allowance. On the other hand, promotion is from a post in one cadre to another post in the next higher cadre. As such the higher post is undisputedly different from promotion. On the above undisputed basis, the learned representative for the Management wants me to interpret the above quoted portion of Clause 6.4 to the effect that once Miss A. J. Elavia refused to accept the post of a higher appointment she must be held to be debarred for both the post of higher appointment and the post of promotion. As against the said contention, the learned representative for the workmen contends that the reasonable interpretation is that when the workman refuses to accept the offer of higher appointment, the workman shall be debarred from the higher appointment only and not from both the higher appointment and promotion. As such the decision in this case revolves round on the correct interpretation of the above portion of Clause 6.4.

15. The relevant portion of the above quoted portion of Clause 6.4 reads as follows :—"if an employee refuses to accept a higher appointment in the same cadre or a promotion to the higher cadre offered., he shall forfeit his claim for such higher appointment/promotion....." As can be seen from the former portion, the word "Or" is used between a higher appointment in the same cadre and a promotion to the higher cadre, whereas the mark "/" is used in between the words "Higher appointment and promotion" occurring in the latter portion. When such language is used, the correct interpretation should be that the employee, who refuses to accept the higher appointment shall forfeit his claim for such higher appointment, whereas an employee, who refuses to accept promotion, shall forfeit his claim for such promotion. In other words, the interpretation should be that if an employee refuses to accept a higher appointment in the same cadre or a promotion to a higher cadre, he shall forfeit his claim for such higher appointment and promotion respectively. If the intention of the parties is otherwise, they have to insert the word "And" in between the words "Higher appointment and promotion" instead of the mark "/" used at present in the latter portion. They could have also said that when once an employee refused to accept either higher appointment in the same cadre or a promotion to a higher cadre, the employee shall forfeit his claim for both the higher appointment and promotion. Therefore, the intention of the parties is very clear. As per that clear intention, the employee, who refuses to accept the higher appointment in the same cadre, shall forfeit his claim for such higher appointment only and the employee, who refuses to accept promotion, shall forfeit his claim to promotion only. On such interpretation, I have to hold that the action of the Management in depriving the post of Officer Grade II to Miss A. J. Elavia, based on the alleged Ex. M4 bar, is incorrect and unjustified.

16. The learned representative for the workmen submits that this is a case of double punishment for the workwoman. It is stated that the eligibility of an employee to appear for the test of officers conducted in any year is taken as on 1st April of that year. When Miss A. J. Elavia appeared for the Officers' test in the year 1978, there was no bar on her on 1-4-1978. When the bar was imposed on 22-11-1978, w.e.f. 20-9-1978, the bar was there against her in December 1978, when the result of the test was published. Since the eligibility for the next test held in the year 1979 was to be considered as on 1-4-1979, there was the bar against her. However, when the result of the second test was announced sometime in October, 1980, there was no bar against her at that time, as Ex. M4 bar period was over by 19-9-1980. Thus, the learned representative of the workmen contends that Miss A. J. Elavia was deprived of her promotional job, when she was undisputedly eligible to appear for the test as on 1-4-1978 and she was deprived of the opportunity to appear for the test in the year 1979 when there was no bar against her at the time of the publication of the result of 1979 year test in October, 1980. The above contention is clearly well-founded. The workwoman cannot be deprived of both the chances. The effect of the bar must be in force either at the time of the eligibility for the test or at the time of the publication of the result of the test. So this conduct of the Management also must be held to be vindictive and unfair labour practice.

17. Lastly the learned representative for the Management contended that as per Clause 4.1 of the promotion agreement it is one of the preconditions for promotion besides good service record and educational qualifications etc. that an employee should have qualities of initiative and willingness to accept higher responsibilities etc., for consideration to promotion, along with seniority. The above requirements are certainly necessary for promotion to officers cadre regarding the candidates who were being promoted as per the seniority in the 50 per cent quota. But the present promotion of Miss A. J. Elavia is not a promotion according to seniority. This is a promotion of the candidates selected in the test and interview conducted by the Bank within the meaning of Clause 4.2(b) of Ex. M1 agreement. As such for promotion within the meaning of clause 4.2(b) the above requirements are not necessary. Further even otherwise it is not the case of the Management that Miss A. J. Elavia was deprived of her post on account of want of the above requisites. It is the positive case of the Management that the promotional job was not given to Miss A. J. Elavia on account of

Ex. M4 bar. As such, the action of the management of the Bank in denying promotion to Miss A. J. Elavia is quite unjustified.

18. Coming to the relief, based on the selection for the panel of Officers Grade II in the examination held in 1978, Miss A. J. Elavia was placed in 8th rank. As observed above, the first 5 persons of that successful panel were stated to have been absorbed in the year 1978 itself. So her position improved to No. 3 against the vacancies arising in the year 1979. As such, she must have been posted in the third vacancy of officer's post arising in Andhra Pradesh in the year 1979. Therefore, she must be given her promotion with retrospective effect from the date of the fall of the third vacancy. Since she was deprived of her promotion all these years, she is entitled to her seniority with all concomitant full wages of Officers Grade II. Therefore, the Management has to promote Miss A. J. Elavia with immediate effect maintaining her seniority and paying her the difference of pay and all other allowances and benefits ever since the date of the third vacancy in the year 1979.

19. In the result, an award is passed declaring that the action of the Management of the Union Bank of India in relations to its Vijayawada Main Branch, Vijayawada in denying promotion to Miss A. J. Elavia, Head Clerk to a post in Officers cadre is unjustified, and directing the Management of the Bank to promote her with immediate effect maintaining her seniority retrospectively with effect from the date of the third vacancy in the year 1979 and to pay her all the difference of pay and other allowances and benefits from the above date of third vacancy in the year 1979. The reference is answered accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this, the 3rd day of December, 1982.

Sd.-(Illegible)

INDUSTRIAL TRIBUNAL

Appendix of Evidence.

Witnesses Examined

For Workmen :

W. W. 1 A. J. Elavia

Witnesses Examined

For Management :

M.W.1 K. Raj Mohan

Documents Exhibited for Workmen :—NIL

NIL.

Documents Exhibited for Management :—

Ex. M1/22-10-75.—Copy of Agreement entered into between the Management of Union Bank of India and All India Union Bank Employees' Federation on the question of promotion and other matters.

Ex. M2/15-7-78.—Memorandum regarding the first offer of Special Assistant to A. J. Elavia by the Management

Ex. M3/20-9-78.—Letter addressed by A. J. Elavia to the Branch Manager, Union Bank of India, Vijayawada rejecting the offer of the post of Special Assistant.

Ex. M4/22-11-78.—Copy of the letter addressed by Superintendent, Department of Personnel, South Zone II, Bombay to A. J. Elavia, regarding the bar for higher promotion for a period of two years.

Ex. M5/24-2-81.—Memorandum addressed by the Superintendent, Union Bank of India to A. J. Elavia regarding the second offer of the post of Special Assistant.

Ex. M6/16-7-81.—Letter addressed by A. J. Elavia to the Superintendent, Department of Personnel, South Zone II, Union Bank of India, Bombay rejecting second offer of the post of Special Assistant at Visakhapatnam.

Ex. M7/30-7-81.—Letter addressed by the Superintendent, Union Bank of India, Department of Personnel, South Zone II, Bombay to A. J. Elavia

regarding the 2nd bar for higher appointment or promotion.

S. V. RAMANA REDDY, Presiding Officer
[No. 1-12012/265/80-D. II(A)]

N. K. VERMA, Desk Officer

New Delhi, the 8th February, 1983

S.O. 1346.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Benedih Colliery of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad and their workmen, which was received by the Central Government on the 28th January, 1983.

**BEFORE THE CENTRAL GOVERNMENT, INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD**

Reference No. 10 of 1982

In the matter of an industrial dispute under S.10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Benedih Colliery of Messrs Bharat Coking Coal Limited, P.O. Nawagarh, Distt : Dhanbad.

AND

Their Workmen

APPEARANCES :

On behalf of the employers—Shri B. Jeshi, Advocate.

On behalf of the workmen—Shri D. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 24th January, 1983

AWARD

This is a reference under Section 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012(304)/81-D.III(A) dated the 29th January, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Benedih Colliery of Messrs Bharat Coking Coal Limited, Post Office Nawagarh, District Dhanbad in superannuating Shri Mathura Dusadh, Night Guard from October, 1981 without determination of his age is justified? If not, to what relief is the workman concerned entitled?"

The concerned workman Shri Mathura Dusadh has contended in the written Statement that he was originally appointed as permanent Night Guard in the year 1947. The erstwhile management of the Colliery in an arbitrary manner removed him from service. When he approached the management he was allowed to resume his duties from 13-10-71. The Benedih Colliery was taken over by the Government on 17-10-71 and nationalised w.e.f. 1-5-72. The case of the concerned workman is that his date of birth was not mentioned in the Form B Register maintained by the Colliery after nationalisation. Further more although he was a member of the Coal Mines Provident Fund Organisation, the B.C.C.I. did not deduct the provident fund from his salary. The workman gave out his date of birth as 24-3-1929. According to his date of birth he attained the age of 60 years on 24-3-89 but he was superannuated w.e.f. October, 1981. According to the workman the action of the management in superannuating him w.e.f. October, 1981 was illegal, arbitrary and unjustified and against the principle of natural justice. The concerned workman immediately protested against his illegal and arbitrary superannuation but without any effect.

He also requested the management to get his age determined by a Medical Board as per policy decision of the BCCL, but the management refused to do the same. The Union of the concerned workman therefore raised an industrial dispute which resulted into this reference.

The case of the management of BCCL is that Shri Mathura Dusadh, Night Guard, was retired from October, 1981 on completion of 60 years of age on the basis of age declared by him and entered in the Colliery records. It was denied that his date of birth was 24-3-29 as contended on behalf of the workman. The management alleged that before take over of the Colliery the concerned workman had withdrawn his provident fund fully which could be only possible if he had attained the age of 50 years. Accordingly since he was re-employed before take over 50 years was the age mentioned in the Form B Register and on the basis of the same he attained the age of 60 years in October, 1981. It is admitted that before retirement the union of the concerned workman represented before the management that the age of the concerned workman should be determined by a Medical Board constituted by the management. Since there was no provision to do so, and from the records his age was capable of determination, the prayer of the workman to get his age determined by a Medical Board was rejected.

In this reference the scope is very limited in the sense that we have only to answer as to whether the action of the management to retire Shri Mathura Dusadh from October, 1981 without determination his age is justified. Now let us see what materials we have got before us.

In this case both parties have adduced oral and documentary evidence. The concerned workman Shri Mathura Dusadh is WW-2. His evidence is that he was employed in Benedih Colliery as Night Guard appointed by the erstwhile employer. The erstwhile employer terminated his services and after his representation he was reinstated. According to him his age was not recorded by the erstwhile employer in Form B Register and after Nationalisation BCCL also did not record his age in Form B Register. He has further said that Form A submitted by the erstwhile employer before the C.M.P.F. Organisation did not contain his date of birth. Further more the witness said that he was issued one identity card by M/s. B.C.C.I. and he lost that identity card. After that he represented before the management and the Personnel Officer issued a copy of the identity card which is Ext W-2. In his evidence he has said that his date of birth is during winter season of 1930.

Another witness examined on behalf of the concerned workman is Shri Durga Prasad Mandal (WW-1) who is a Medical Officer of State Dispensary, Baghmara. He examined Mathura Dusadh, the concerned workman, on 31-8-82. In his opinion he assessed his age to be 51 years. He issued a certificate Ext. W-1. In his cross-examination he has said that he did not record the details of the examination done by him in assessing his age. He admitted that no X-ray was taken in order to ascertain the condition of bone. He has said that he assessed the age on the appearance of the concerned workman. He also admits that his case was not referred to him by any authority.

The concerned workman was appointed as Night Guard in Benedih Colliery in 1947. As his services had been terminated as far back as 13-8-1962 he was reinstated on 13-10-71. Before that he had withdrawn full amount lying in deposit with the C.M.P.F. Commissioner. The Bharat Coking Coal Ltd. which succeeded the erstwhile employer as owner of Benedih Colliery entered his age in Form B Register to be 50 years. The take over had taken place in 17-10-71 and the nationalisation took place on 1-5-1972. Moreover B.C.C.I. circular dated 26-7-77 marked Ext. W-3 is also admitted by the management. These are all admitted facts.

The management produced only one witness MW-1 Shri P. N. Choudhury. He is senior Personnel Officer of Benedih Colliery and knows the concerned workman. He has proved Form B Register which has been marked as Ext. M-3. Entry concerning Shri Mathura Dusadh is Ext. M-31. Ext. M-2 is the application under the signature of Shri Mathura Dusadh. Ext. M-1 is the another representation of Shri Mathura Dusadh.

Ext. M-4 is a forwarding letter signed by Shri P. K. Roy, Welfare Officer under which the application of Shri Mathura Dusadh bearing his L.F.I. signature were sent to the Coal Mines Provident Fund Office. This application is Ext. M-5. The letter of Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union is Ext. M-6.

The main document on which the management relies is Ext. M-5. This is an application for refund of the provident fund amount of the concerned workman. This document shows that the concerned workman worked from 12-5-47 to 15-8-62. It bears the L.F.I. of Mathura Dusadh. The date of birth is under Column 5 on the reverse of this document. No date of birth is mentioned but his age at the time of termination of service was recorded as below 50 years. Shri B. Joshi, Advocate appearing on behalf of the management has said that this application was received by the Benediti Colliery on 20-3-71, and his age then was below 50 years. Obviously this became the basis for recording his age in the Form B Register, Ext. W-3 and W3/1 where a is recorded as 50 years. In Form B Register no date of birth is mentioned. It will appear that in the Written Statement of the concerned workman the date of birth is 24-3-1929. In Ext. M-6 which is a letter signed by Shri D. Mukherjee, Secretary Bihar Colliery Kamgar Union the date of birth of the concerned workman is stated to be 24-3-1936. The concerned workman WW-2 in his evidence has said that his date of birth is during winter season of 1930. So there are three conflicting dates of birth of the concerned workman. In this case it simply goes to show that the concerned workman is not putting forth a consistent case obviously because the concerned workman does not know that exactly is the date of his birth. Now I have said that the Form B Register mentions the age of the concerned workman to be 50 years. It is a record prepared by B.C.C.L. after nationalisation. No date of birth has been mentioned in Ext. M-3/1 and we do not clearly and exactly know when the entry M-3 was written. We however, find on the top page of this Register age mentioned "as on 17-10-71" in red ink. Now this 17-10-71 is the date of take over. Apparently this is a rough estimate and it cannot be equivalent to record of the date of birth for the purpose of superannuation. Shri Joshi for the management has said that at the time of making application for refund of Provident Fund amount the age of the concerned workman was below 50 years and so calculating from that time the concerned workman was due to retire in October, 1971 on completion of 60 years. On behalf of the workman it has been contended that the management should have produced the Form B Register prepared during the time of erstwhile employer. The fact that he was below 50 years of age at the time of making application could be any year below 50 years and it could not be said that he was approaching 50 years. Shri Joshi's contention is that under the C.M.P.F. Scheme the refund of Provident Fund amount could not be done to a workman unless he had attained the age of 50 years, and so the estimate made by the B.C.C.L. that the age of the concerned workman was 50 years at the time of nationalisation could be deemed to be a correct one. There is a good deal of sense in argument but we cannot definitely say as to what was the actual age of the concerned workman at the time of take over. The point for consideration is that before his retirement the workman and his Union had represented before the management that his case should be referred to a Medical Board for determination of his actual age for the purpose of superannuation and this demand of the workmen was rejected by the management. It is admitted in the written Statement of the management also. In this connection a circular, Ext. W-3 has been filed on behalf of the workman. Under this circular if there was discrepancy between Form B Register and the C.M.P.F. Register with regard to age of the concerned workman his case should be referred to the Medical Board. It has been pointed out that in this case the Identity Card did not show his age and therefore, the entry Ext. W-3 should not be relied upon. Moreover, the management should have got Form A from the Provident Fund Office where it was filed by the Colliery at the time when he became a member of C.M.P.F. At any rate in absence of any Provident Fund paper showing the age of the concerned workman and the date of birth not being mentioned in Form B Register, the only desirable course to be adopted by the management was to concede to the request made by the workman and his union to get him examined

by a Medical Board for correct assessment of his age. This is a position which the workman has taken in line with the requirement of this circular of Ext. W-3. The management has no reasonable explanation to offer against the rejection of the prayer of the workman to get his age assessed by a Medical Board.

Thus having considered all aspects of the case I have to hold that the action of the management of Benediti Colliery of Messrs Bharat Coking Coal Limited, Post Office, Nawagarh, District Dhanbad in superannuating Shri Mathura Dusadh Night Guard from October, 1981 without determination of his age is not justified. Consequently, the case of the workman should be referred to the Medical Board constituted by the management for determination of his age, and if it transpires that the concerned workman was prematurely retired, he should be reinstated to his original job with all back wages and other emoluments together with continuity of service.

This is my Award.

J. P. SINGH, Presiding Officer.

[No. L-20012(304)/81-D III(A)]

New Delhi, the 8th February, 1983

S.O. 1347.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Sudamdih Project of Messrs Bharat Coking Coal Limited, Post Office Sudamdih, District Dhanbad and their workman, which was received by the Central Government on the 1st February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 37 of 1982

In the matter of an Industrial Dispute under Section 10(1)(d) the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Sudamdih Project of Messrs Bharat Coking Coal Limited, Post Officer Sudamdih, Distt : Dhanbad.

AND

Their Workman

APPEARANCES :

On behalf of the employers—Shri O. P. Tak, Dy. Chief Mining Engineer/Project Officer, Shaft Mine, Sudamdih.

On behalf of the workmen—Shri Chandra Shekhar Choubey Jt. General Secretary, Coalfield Labour Union, Dhanbad.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, Dated the 28th January, 1983

AWARD

This is an industrial dispute under Section 10 of the I.D. Act, 1947. The Central Government by its Order No. L-20012 (410)/81-D.III(A) dated, the 13th April, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :—

SCHEDULE

"Whether the action of the management of Sudamdih Project of Messrs Bharat Coking Coal Limited, Post Office Sudamdih, District Dhanbad in not promoting Shri Ramesh Kumar Singh to a Clerical Grade-II

post from the date when his juniors were promoted is justified? If not, to what relief is the workman concerned entitled?"

On receipt of the reference notices were sent to the parties for filing Written Statement. Accordingly parties filed their written statement. Thereafter they submitted their rejoinders. When the parties prayed for time for filing documents this Tribunal granted time and fixed this case on 8-12-82. On 8-12-82 both the parties submit that the case is under process of settlement and ultimately on 27-1-83 the parties filed a settlement in terms of which Sri R. K. Singh, the concerned workman will be placed as Assistant Store Keeper in the pay scale of Rs. 508-23-692-29-808 and he will have notional seniority in that post with effect from 17-9-1980. Since the settlement is beneficial to the parties and in particular to the concerned workman I accept the same and pass the Award accordingly. The settlement will form part of the Award as an Annexure.

J. P. SINGH, Presiding Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, DHANBAD
In the matter of Reference No. 37/82

PARTIES

Employers in relation to the management of Sudamdih
Project of M/s. B.C.C.L. Ltd.

AND

Their Workman

Sri R. K. Singh, Explosive Issuer

MEMORANDUM OF SETTLEMENT

The above mentioned employers and the workman concerned—Sri R. K. Singh most respectfully beg to submit as follows :—

1. That the above mentioned matter refers to an Industrial Dispute relating to Sri R. K. Singh under section 2-A of the Industrial Disputes Act, 1947 which has been notionally treated as an Industrial Dispute by the Central Government and referred to this Hon'ble Tribunal for adjudication on the following terms :—

"Whether the action of the management of Sudamdih Project of M/s. Bharat Coking Coal Limited, Post Office Sudamdih, District Dhanbad in not promoting Sri Ramesh Kumar Singh to Clerical Grade-II post from the date when his juniors were promoted is justified? If not, to what relief is the workman concerned entitled?"

4. That the employers and the Workman concerned—Sri R. K. Singh have mutually discussed and negotiated this matter between themselves and have come to an amicable overall settlement in respect of the same on the following terms:—

(a) That it has been agreed that Sri R. K. Singh will be placed as Assistant Store Keeper in the pay-scale of Rs. 508-23-592-29-808 and he will have notional seniority in that Post with effect from 17-9-1980

(b) It has been further agreed that the workman concerned shall not claim for any back wages, whatsoever.

(c) That it is agreed that this is an over-all agreement relating to all the claims of Sri R. K. Singh arising out of and in connection with the present reference to this Hon'ble Tribunal and also it fully settles all matters and resolves the dispute relating to the demands of Sri R. K. Singh.

(d) That both the parties submit that they consider this overall agreement to be fair and reasonable to both of them.

In view of the above, both the parties pray that the Hon'ble Tribunal may be pleased to give an Award in terms of this joint application and the agreement as incorporated herein above.

O. P. TAK
Dy. Chief Mining Engineer/
Project Officer, Shaft Mine,
Sudamdih.

R. K. SINGH
Workman Concerned.

P. N. SINGH
Sr Personnel Officer,
Sudamdih Area.

CHANDRA SHUKHAR CHOUBEY
Jt. General Secretary,
Coalfield Labour Union
Dhanbad

WITNESS :—

1. Devendra Singh.
24-1-83.
2. Ashok Kumar.
26-1-83.

J. P. SINGH, Presiding Officer.
[No. L-20012(410)/81-D.III(A)]

New Delhi, the 9th February, 1983

S.O. 1348.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Jamadoba 3 and 4 Pits Colliery of Messrs Tata Iron and Steel Company Limited Post Office Jamadoba, District Dhanbad, and their workmen, which was received by the Central Government on the 7th February 1983.

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO 2) AT DHANBAD
Reference No. 32 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Jamadoba 3 and 4 Pits Colliery of M/s. Tata Iron and Steel Company Limited, P.O. Jamadoba, District Dhanbad.

AND

Their workmen

APPEARANCES :

On behalf of the employers—Shri S. S. Mukherjee,
Advocate.

On behalf of the workman—Shri S. Bose, Secretary,
Rashtriya Colliery Mazdoor Sangh, Rajendra Path,
Dhanbad.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 31st January, 1983

AWARD

This is a reference under S.10 of the I.D. Act, 1947. The Central Government by its order No L-20012(148)/81-D.IIIA dated 1st June, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Jamadoba 3 and 4 Pits Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jamadoba, District

Dhanbad in terminating the services of Shrimati Mangli Mason Kamin with effect from the 25th May, 1979, is justified? If not, to what relief is the workman concerned entitled?"

The concerned workman Smt. Mangli Kamin is a permanent employee of TISCO Colliery with effect from 25-4-1955. The workman's case is that the record of the colliery management originally mentioned the date of birth of the concerned workman as 1929. A few years back the management introduced new service card in which her date of birth was shown to be 25-5-1919. Similarly in the Identity card also the same date of birth has been mentioned. The workman represented against the wrong record of date of birth and she was assured that the necessary correction would be made, but instead of correcting the wrong entry she was superannuated on the basis of the incorrect entry of the date of birth i.e. 25-5-1919 instead of 1929. The concerned workman made a representation before the Divisional Manager (Collieries) Jamadoba vide her petition dated 26-5-79 against illegal superannuation, but the management refused to consider it. The union of the workmen through their letter dated 18-3-80 raised a dispute before the ALC(C), Dhanbad who took up the matter with the parties and held conciliation proceeding. Due to failure of conciliation this reference was made for adjudication as per schedule mentioned above.

The case of the management on the other hand is that the date of birth as recorded in the books of the Colliery is 25-5-1919 on the own declaration of the concerned workman. The Adrema Printing was introduced in the pay roll of the company some time in the year 1959/60 when the year of birth of Shrimati Mangli Kamin was wrongly embossed as 1929 in the service card as well as in the Identity card issued to her. This mistake was detected in the year 1970 and correction was made in Adrema Printing and also in the new Identity card introduced in 1977/78. 25-5-1919 is therefore correct date of birth of the workman as contended on behalf of the management. According to this date of birth Smt. Mangli Kamin was to have been superannuated after completion of 60 years of age on 24-5-1979. As per Company's procedure in respect of retirement employees, were allowed to appear before the Medical Board of Tata's Central Hospital to ascertain fitness for extension of one year of service after completion of 60 years of age. Accordingly Smt. Mangli Kamin was referred to Medical Board where she appeared on 23-5-79. The Medical Board examined her and declared that she was unfit for service due to defective vision. As no extension was granted to her she was superannuated from Company's service with effect from 25-5-1979 after completion of 60 years of age. The Rashtriya Colliery Mazdoor Sangh took up the case of the concerned workman on the ground that since the year of her birth has been mentioned as 1929 in the old Identity Card she should not have been superannuated on the basis of her date of birth as 25-5-1919. The matter was however explained to the Union that the mistake crept up due to wrong Adrema printing. However at the request of the recognised union the management agreed as a specific case to refer Smt. Mangli Kamin to the Medical Board again to assess her age as also whether she was fit to work as a Mason Kamin. The Medical Board Examined her on 5-9-79 and assessed the age as 55 years. The Board however did not examine her in respect of fitness to continue in employment. This matter was again referred to the Chief Medical Officer to find out her fitness to resume her duty. The Chief Medical Officer by his letter dated 9-10-79 informed that the Medical Board due to oversight omitted to examine Smt. Mangli Kamin about her fitness to continue in employment, and asked that she may be advised to appear before the Medical Board for the purpose. Smt. Mangli Kamin was accordingly appeared before the Medical Board which examined her again on 24-10-79. In the opinion of the Medical Board she was unfit for original job of a mason kamin due to defective vision and hypertension. The Management's case is that in view of the re-assessed age of the workman as 55 years as on 5-9-79 she could have continued in her employment but as the Medical Board declared her unfit for original job due to defective vision and hypertension, the management had no alternative but to discharge her from Company's service on Medical ground. The Management intimated Smt. Mangli Kamin about her medical discharge

by a letter dated 2nd November, 1979 w.e.f. 25-10-79. The management denied that the service of Smt. Mangli Kamin was terminated w.e.f. 25-5-1979. The management however pointed in the W.S. that Smt. Mangli Kamin did not perform her duty from 25-5-79 till the date of discharge effective from 25-10-79. The stand of the management is that during this period she was not fit to perform her original duty. On the above ground the management sought to justify the termination of services of Smt. Mangli Kamin.

It will appear that the facts are more or less admitted. It is an admitted position that in the original service card and in the original identity card the date of birth was 25-5-1929 and it was changed to 25-5-1919. Similarly according to the management she was discharged from service with effect from 25-10-79 and no payment was made to her between 25-5-79 and 25-10-79 for the reasons that she did not work on ground of unfitness for the job. It will appear that the management has accepted the opinion of the Medical Board that on 5-9-79 her age was 55 years. In this case our purpose is not to answer as to whether the date of birth of the concerned workman is 25-5-1919 or 25-5-1929. Suffice it to say that even according to the management the concerned workman was 55 years of age on 5-9-79. Our purpose in this reference is to determine whether the termination of services of Smt. Mangli Kamin w.e.f. 25-5-79 is justified. In spite of differences in the date of termination as to whether it was 25-5-79 or 25-10-79, our discussion is not affected because the termination of service is premature. The stand of the management is very clear that the termination of service was caused on the ground of continued ill health and unfitness for the job. Suffice it to say that if such a situation is not established by the management, the necessary inference will be that such termination amounted to retrenchment within the meaning of Section 25F of the Industrial Disputes Act.

We have before us the evidence of Dr. H. S. Kanchan, Eye Specialist of the Tata's Central Hospital, Jamadoba. He was the Chairman of the Medical Board with Dr. A. B. Sinha, and Dr. Y. K. Palival, Physician. They examined Smt. Mangli Kamin of Jamadoba Colliery. She was declared unfit for extension of service due to defective vision. The Medical Board's report is Ext. M-1 containing the signature of Dr. Kanchan and other members of the Board. Another Medical Board was constituted for ascertaining the age of Smt. Mangli Kamin. Dr. A. B. Sinha, Surgeon was the Chairman of the Board, and Dr. T.G.N. Sinha, ENT Surgeon, and Dr. B. K. Srivastava physician were members. Her age was ascertained approximately as 55 years. The report is Ext. M-2. She was again examined on 24-10-79 with Dr. Kanchan as Chairman and Dr. A. B. Sinha and Dr. Y. K. Palival as members. Smt. Mangli Kamin was not found fit for work due to defective vision. The certificate is Ext. M-3. MW-1 has said that her vision in each eye was 5/16 without glasses with no improvement with glasses to normal limit due to cataract change in both eyes. The Dr. has said that the defective vision occurs in gradual process and at that particular time the cataract was not matured enough for operation to restore her normal eye sight. In his opinion it would take 2/3 years to restore her normal eye sight by operation.

Another witness MW-2 Sri S. K. Biswas is a clerk in the Personnel Department of Tata Colliery since 1967. He maintains service records. He has proved the service card Ext. M-4. He has also proved Ext. M-5 which an Office copy of letter. Another letter Ext. M-6 is signed by L. H. Parvatiyar, Chief Personnel Manager. Another letter is Ext. M-7. The letter of the CMO Shri G.K. Lath is Ext. M-8. Ext. M-9 is a letter signed by Shri Luthar, Assistant Chief Personnel Manager. Ext. M-10 is a letter signed by Shri A. K. Singh, Agent of the Colliery. The witness has said that between 25-5-79 and 25-10-79 Smt. Mangli Kamin did not work in the colliery. But she was paid for that period and one month wages in lieu of notice.

Smt. Mangli Kamin, MW-1 has been examined. She has given her age as 56 years. She produced a photostat copy of the Identity Card which is Ext. W-1.

The evidence thus led by the parties will show the position taken by the parties in the W.S. The photostat copy of the Identity Card, Ext. W-1 shows that Smt. Mangli Kamin's year of birth as 1929. I have already said that it is an admitted position that the previous service record and the

identity card showed her year of birth as 1929 which the management corrected in 1970 to be 25-5-1919. The question before me is as to whether the termination of services could be justified on the ground of continued ill health. It will appear that Mangli Kamin, according to the management was above to be superannuated on the ground that she was attaining the age of 60 years, and according to the policy of the Company she was referred to the Medical Board for extension of service by one year. This shows that at the time when she was referred to the Medical Board the question was as to whether on account of retaining the age of 60 years she was still fit to work on the basis of Company's policy that one years extension should be granted to each worker if found medically fit for the same. It is not the case of the management that Mangli Kamin during the course of her service was found to be ill health. It was just a routine matter connected with the extension of service that she was sent to Medical Board. This is a point on which Shri S. Bose representing the workman has seriously argued. The law on the subject is very clear. D.J. (Vol. II-1960) at page 434 has been referred to by both the parties. In this judgement "continued ill health" has been defined as this expression occurs in Section 2(300) of the I.D. Act. This provision is an exception to retrenchment, and it has been expressly provided that if the termination of service is on the ground of "Continued ill health" it would not amount to retrenchment within the meaning of Section 25F of the Act. "Continued ill health" has been also explained by their Lordships of Patna High Court in this judgement. I would better quote the same here.

"In my considered judgement, "continued ill health" includes any physical defect or infirmity incapacitating a workman for future work for an indefinite period."

It will appear that so long as the question of extension of service of the workman did not arise, there was no question of any ill health of the workman, not to speak of continued ill health. The evidence in this case is that she was found to have defective vision due to her immature cataract. MW-1 Dr. Kanchan has said that it would take 2/3 years time to mature the cataract. Shri Bose for the workman has pointed out that the workman has appeared in this Court as witness without any spectacles and she is able to see and move about. He has further pointed that he produced the workman to show that she has no physical infirmity or any sign of old age. It is about 3 years that the concerned workman was examined by the Medical Board and even now the cataract in her eyes is not matured. Shri Bose has pointed out that if the question of her superannuation had not arisen the concerned workman could have gone on working because there was no complain about her working. According to him she is a Kamin attached to a Mason and therefore she is not required to work underground. Her job further could not endanger the safety of the mine or any other workers. He has vehemently argued that the management has adopted a callous attitude in terminating her service although there was a valid ground to terminate her service on the basis of continued ill health. It is no doubt true that the concerned workman is not suffering from any physical defect or infirmity incapacitating her for future work for an indefinite period. Moreover, it was only a case of immature cataract with which a large number of serving people suffer and still carry on their livelihood. Even now the concerned workman is not handicapped in her movement due to this immature cataract. I therefore, do not find that the Medical Boards finding is enough to mean that her case was of "Continued ill health". Now this being the position the provision of Section 25F of the I.D. Act is attracted in favour of the workman and it amounts to retrenchment without any valid reason.

Thus having considered all aspects of the case I have to hold that the action of the management of Jamadoba 3 and 4 Pits Colliery of Messrs Tata Iron and Steel Co., Ltd., P.O. Jamadoba District Dhanbad in terminating the services of Shrimati Mangli Mason Kamin with effect from the 25th May, 1979 is not justified. She is, therefore, reinstated to her original job with effect from the date of termination of

her services, and she is further entitled to full back wages and other emoluments.

This is my Award.

J. P. SINGH, Presiding Officer.
[No. L-20012(148))/81-D.II(A)]
A.V.S. SARMA, Desk Officer

नई दिल्ली, 14 फरवरी, 1983

का. सा. 1349.—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उपधारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार श्री मतीश पुरी को मुख्य खान निरीक्षक के अधीन खान निरीक्षक के रूप में नियुक्त करती है।

[सं. ए-12025/2/81-एम. 1]

New Delhi, the 14th February, 1983

S.O. 1349.—In exercise of the powers conferred by sub-section (1) of section 5 of the Mines Act, 1952 (32 of 1952), the Central Government hereby appoints Shri Satish Puri as Inspector of Mines subordinate to the Chief Inspector of Mines.

[F. No. 12025/2/81-MI]

नई दिल्ली, 9 फरवरी, 1983

का. आ. 1350.—केंद्रीय सरकार, युद्ध क्षति स्कीम, 1942 के खंड 44 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निवेश देती है कि उक्त स्कीम के अधीन अस्थायी भत्ते, कुटुम्ब पेंशन भत्ते, बाल भत्ते और निःशक्तता पेंशन की दरों में, तुरन्त और आगे आवेश होने तक, निम्नलिखित और अस्थायी वृद्धियाँ की जाएंगी, अर्थात् :—

(क) अस्थायी भत्ते की दशा में, जहाँ क्षति ऐसी है जिसके लिए राहत उच्चतर मापमान पर दी जा सकती है, 11 रुपए अर्धमासिक दर पर और किसी अन्य क्षति की दशा में, केवल दस रुपए पचहत्तर पैसे अर्धमासिक दर पर।

(ख) उक्त स्कीम के खंड 14 के उपखंड (1) में उपबंधित निःशक्तता पेंशन की दशा में, निःशक्तता की कुछ प्रतिशतताओं के लिए निम्नलिखित दरों पर :—

जहाँ निःशक्तता यदि क्षति ऐसी है जिसके यदि क्षति ऐसी नहीं है की प्रतिशतता लिए राहत उच्चतर मापमान पर दी जा सकती है, जिसके लिए राहत उच्चतर मापमान पर दी जा सकती है।

रुपए प्रतिमास		रुपए प्रतिमास
100	10	10
90	9	9
80	8	8
70	7	6.75
60	5	4.75
50	3	2.75

(ग) कुटुम्ब पेंशन की दशा में, प्रत्येक मामले में 15 रुपए प्रति मास की दर पर

(घ) बाल भत्ते की दशा में, प्रत्येक बालक के लिए 2 रुपए प्रति मास की दर पर जब तक किमी कुटुम्ब पेंशन का कुटुम्ब के किमी उत्तर-जकी पात्र सदस्य को मदाय चालू रहता है और यदि ऐसी कुटुम्ब पेंशन का मदाय नहीं किया जा रहा है तो प्रत्येक बालक के लिए 5 रुपए प्रति मास।

उपरोक्त वृद्धियां,—

(1) उक्त स्कीम के खण्ड 32 के उखंड (2) में अधिकतम परिसमा के अर्थ हो।

(2) इस शर्त के अधीन होगी कि किसी अर्हक क्षति की वाकत कुटुम्ब पेंशन की राशि बढ़ हो। जिसके लिए राशन उच्चतर मापमान पर दी जा सकती है।

[सं. एम-19025/1/79-फैक.]

जे. के. जैन, अव. सचिव

New Delhi, the 9th February 1983

S.O. 1350.—In exercise of the powers conferred by clause 44 of the War Injuries Scheme, 1942, the Central Government hereby directs that, with immediate effect and until further orders, the following further temporary increases shall be made in the rates of temporary allowance, family pension allowance, children allowance and disability pension under the said Scheme, namely:—

(a) in the case of temporary allowance where the injury is one for which relief may be given on the higher scale, at the half monthly rate of Rs. 11/- and in the case of any other injury, at the half monthly rate of rupees ten and paise seventy-five only.

(b) in case of disability pension provided for in sub-clause (1) of clause 14 of the said scheme, for certain percentages of disablement, at the rates as under:—

Where the percentage of disablement is.	If the injury is one for which relief may be given on the higher scale.	If the injury is not one for which relief may be given on the higher scale.
	Rs. per mensem	Rs. per mensem
100	10	10
90	9	9
80	8	8
70	7	6.75
60	5	4.75
50	3	2.75

(c) in the case of family pension at the rate of Rs. 15/- per mensem in each case.

(d) in the case of children allowance, at the rate of Rs. 2/- per mensem for each child so long as a family pension continues to be paid to any surviving eligible member of the family and Rs. 5/- per mensem for each child if no family pension is being paid.

The above increases shall be subject to:—

(i) the limitation laid down in sub-clause (2) of clause 32 of the said Scheme ;

(ii) the condition that the amount of family pension in respect of a qualifying injury is one for which relief may be given on a higher scale.

[No. S-19025/1/79-Fac.]

J.K. JAIN, Under Secy

नई दिल्ली, 16 फरवरी, 1983

फा० आ० 1351—सूचक मासवार, कर्मचारी कुटुम्ब पेंशन, 1971 के पैरा 28 क के अनुवर्ण में, यह निर्देश देना है कि 31 मार्च, 1982 को यथा बद्यमान कुटुम्ब पेंशनो में अनुपूरक वृद्धियां नीचे विनिर्दिष्ट दरों पर 1 अप्रैल, 1982 से दी जाएगी।

(i) ऐसे पेंशन भोगी जो 40 रु० वृद्धि ऐसी होंगी चाहिए जिसमें प्रति मास तक पेंशन ले रहे थे। कि पेंशन बढ़कर 60 रु० प्रति मास हो जाए।

(ii) ऐसे पेंशन भोगी जो 40 रु० 20 रु० प्रति मास की वृद्धि। प्रति मास में अधिक और 60 रु० प्रति मास तक पेंशन ले रहे थे।

(iii) ऐसे पेंशन भोगी जो 60 रु० 25 रुपए प्रति मास की वृद्धि। प्रति मास में अधिक और 80 रुपए प्रति मास तक पेंशन ले रहे थे।

(iv) ऐसे पेंशन भोगी जो 80 रु० 30 रुपए प्रति मास की वृद्धि। प्रति मास में अधिक और 100 रु० प्रति मास तक पेंशन ले रहे थे।

(v) ऐसे पेंशन भोगी जो 100 रु० 35 रु० प्रति मास की वृद्धि। प्रति मास में अधिक पेंशन ले रहे थे।

2. अनुपूरक वृद्धियों की दरा ऐसी कुटुम्ब पेंशन से संबंधित होंगी जो कर्मचारी कुटुम्ब पेंशन स्कीम, 1971 के पैरा 28(i) के निबन्धनों के अनुसार मदेय होंगी।

3. ऐसे पेंशन भोगियों को दजा में जो 31 मार्च, 1982 को उक्त स्कीम के पैरा 28(2) के अधीन पेंशन ले रहे थे, ऐसी वृद्धि पैरा 28(i) के अधीन उक्त पेंशन से संबंधित होंगी और उसमें उपरोक्त (i) और (ii) के मामलों अने वाले पेंशन भोगियों के लिए 10 रु० (केवल दम रुपए) की राशि की तथा उपरोक्त (iii) से (v) के मामलों अने वाले पेंशन भोगियों के लिए 15 रु० की और वृद्धि की जाएगी। किन्तु यह वृद्धि केवल ऐसी अवधि के दौरान संशय होंगी जिसके लिए स्कीम के पैरा 28(2) के अधीन पेंशन मदेय है।

[फा० सं. एन० 35011/10/81 एक पी जी]

पी० मिह्ला, उ० सचिव

New Delhi, the 16th February, 1983

S.O. 1351.—In pursuance of paragraph 28A of the Employees' Family Pension Scheme, 1971, the Central Government hereby directs that supplementary additions to the Family Pensions as on 31st March, 1982 shall be granted with effect from the 1st April, 1982 at the rates as specified below:—

(i) Pensioners who were drawing pensions upto Rs. 40/- per month. The increase should be such as to increase the pension to Rs. 60/- per month.

(ii) Pensioners who were drawing pensions above Rs. 40/- per month upto Rs. 60/- per month. An increase of Rs. 20/- per month.

(iii) Pensioners who were drawing pensions above Rs. 60/- per month upto Rs. 80/- per month. An increase of Rs. 25/- per month.

- | | |
|---|----------------------------------|
| (iv) Pensioners who were drawing pensions above Rs. 80/-per month upto Rs.100/-per month. | An increase of Rs.30/-per month. |
| (v) Pensioners who were drawing pensions above Rs.100/- per month. | An increase of Rs.35/-per month. |

2. The rates of supplementary additions will be related to the Family Pension as would be payable in terms of paragraph 28(1) of the Employees' Family Pension Scheme, 1971.

3. In case of the pensioners who as on the 31st March, 1982 were drawing pensions under paragraph 28(2) of the said Scheme, the increase will be related to their pension under paragraph 28(1) and shall be further enhanced by a sum of Rs.10/-(Rupees ten only) for the pensioners against (i) and (ii) above and by Rs.15/-for the pensioners against (iii) to (v) above. This enhanced addition will, however, be payable only during the period for which the pensions under paragraph 28(2) of the Scheme is payable.

[File No.S.35011/10/81-FPG]

P. SINHA, Dy. Secy.

New Delhi, the 16th February, 1983

S.O. 1352.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 3rd February, 1983.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA**

Reference No. 20 of 1981

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta

AND

Their Workmen.

APPEARANCES :

On behalf of Employers.—Mr. D. K. Mukherjee Industrial Relations Officer

On behalf of Workmen.—Mr. K. K. Banerjee, Assistant Secretary, with Mr. Paresh Bose, Asstt. Secretary of the Union.

STATE : West Bengal

INDUSTRY : Port

AWARD

The Government of India, Ministry of Labour by their Order No. L-32011/30/80-D.IV(A) dated 13 April, 1981 referred the following dispute for adjudication to this Tribunal :—

"Whether the demand of the Calcutta Port Shramik Union, Calcutta, for payment of unclean allowance to the Sewage Plant Attendants and Khalasis attached to the Sewage Pumping Plant under the Chief Mechanical Engineer is justified and if so, to what relief are the concerned workmen entitled and from what date ?"

2. I think the answer to the reference should be in the affirmative. It appears that the CPT has got two Sewage Plants—one at Netaji Subhas Dock and another at Taratala Road, Calcutta. The former is managed by the Health

Officer under the Chief Medical Officer and the latter by the Out-door Foreman of the Chief Mechanical Engineer. In the present case the demand for unclean allowance has been made by the workmen attached to the Taratala Colony Sewage Pumping Plant, Calcutta. Their case is that unclean allowance is paid by the CPT to the workmen attached to the Sewage Plant at Netaji Subhas Dock and there is no reason why it should not be paid to them for doing similar work. It is therefore prayed that a direction may be issued to the CPT to pay unclean allowance to the workmen attached to the Sewage Plant at Taratala Colony which is being managed by the Outdoor Foreman, Chief Mechanical Engineer's Department. The management has contested the claim.

3. Sri D. K. Mukherjee appearing for the CPT argues that the concerned workmen are not covered by the Board's Resolution No. 1157 dated 27th August, 1962. It is submitted that this resolution was passed on the basis of the recommendation of the Classification and Categorisation Committee appointed by the Government of India. In my opinion, the contention is not acceptable. The recommendation of the said Committee under paragraph 37 at page 9 of the Report is as follows :

"Sanitary Staff :

37. The Committee has fixed for the Class IV Sanitary Staff at all ports, generally designated as Sweepers/Scavengers, Rat Catchers, the scale of Rs. 30-1-35. In their case the Committee would urge upon the Administration of the Ports the desirability of giving to these categories such 'unclean allowance' as they might consider just."

These recommendations were considered in a meeting of the Board under Resolution No. 1157 dated 27 August 1962 and the benefit of unclean allowance was extended to some other categories of workmen also. The main thing therefore to be seen is as to whether the nature of work done by the concerned workmen in the present case is the same as of those who are already been paid unclean allowance. Sri Mukherjee has not disputed the fact before me that the Khalasis attached to the Sewage Pumping Plant under the Chief Mechanical Engineer belonging to class IV and they are doing similar nature of work. If for similar work workmen attached to Sewage Plant at Netaji Subhas Dock are being paid I see no good reason as to why the workmen attached to Sewage Pumping Plant at Taratala Colony should not be paid. As already stated, Sri Mukherjee does not dispute the basic fact that these khalasis (unskilled labour or sweepers) are doing job of similar nature and under similar conditions like the staff under The Chief Medical Officer in the medical department. Their claim therefore must be allowed. In my opinion the resolution of the Board of 1962 cannot be treated as a bar to such payment.

4. Now, as regards the other category of workmen, namely, Sewage Plant Attendants attached to the Sewage Pumping Plant at Taratala Colony, the contention of Sri Mukherjee appearing for the CPT is that they belong to class III employees and they are not entitled to any unclean allowance as they are not required to handle the excreta directly. On the other hand, Sri Banerjee, Assistant Secretary of the Union submits that the resolution of the Board has been applied to class III employees also, as for example, to carpenters, masons, etc. In my opinion his contention finds support from the materials on record, vide Ex. M-3, the Board's meeting dated 27 August, 1962. I am therefore, inclined to accept the contention raised on behalf of the union and to hold that Sewage Plant Attendants also are entitled to unclean allowance even though they may not directly be called sanitary staff. I think that it will not be proper to discriminate between one set of employees working in one department under the CPT and other set of employees working in another department under the same employer when all of them are doing work of similar nature. I therefore hold that both categories of workmen working at the Sewage Plant at Taratala Colony, Calcutta under the Chief Mechanical Engineer are entitled to unclean allowance.

5. Sri Mukherjee contended that even if payment of unclean allowance is allowed it should be prospective i.e. from the date of the award. I am not inclined to accept this contention. The dispute in this case was raised by the concerned workmen with the management in December, 1973. I am therefore inclined to allow their claim from 1st January 1974.

6. For the reasons given above, my concluded Award is that the demand of the Calcutta Port Shramik Union, Calcutta for payment of unclean allowance to the Sewage Plant Attendants and Khalasis attached to the Sewage Pumping Plant under the Chief Mechanical Engineer is justified and they should be paid the same from 1st January, 1974 at the rate admissible to them and not from 1962 as claimed.

Dated, Calcutta,
The 22nd January, 1983.

M. P. SINGH, Presiding Officer
[No. L-32011/30/80/D-IV(A)]

New Delhi, the 16th February, 1983

S.O. 1353.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Calcutta Port, Trust, Calcutta and their workmen, which was received by the Central Government on the 3rd February, 1983.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA**

Reference No. 43 of 1980

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta,

AND

Their workmen.

APPEARANCES :

On behalf of Employers.—Sri D. K. Mukherjee Industrial Relations Officer.

On behalf of Workmen.—Sri Asgar Ali, Vice-President of the Union.

STATE : West Bengal

INDUSTRY : Port

AWARD

The Government of India, Ministry of Labour by their Order No. I-32012/5/80-D.IV(A) dated 7th June, 1980 referred the following dispute to this Tribunal for adjudication :—

“Whether the management in relation to Calcutta Port Trust, Calcutta are justified in removing Shri Mohit Roy, Security Guard No. 466, attached to Vigilance and Security Adviser, Secretary's Department from service with effect from the 6th May, 1977 ? If not, to what relief is the concerned workman entitled ?”

2. In this case the union challenged the validity of the domestic enquiry held in connection with the dismissal of the concerned workman Mohit Roy, a Security Guard of the Port Trust dated 6th May, 1977. After hearing both the parties Sri Bhattacharya, the then Presiding Officer by his order dated 3rd December 1981 held that the finding of guilt in respect of the charge levelled against the delinquent as arrived at by the Enquiry Officer was based upon proper evidence and that the finding of the Enquiry Officer was reasonable, that the domestic enquiry was held properly and according to natural justice. The preliminary issue was thus decided in favour of the Calcutta Port Trust. According to the management the delinquent along with Deba Prasad Batabyal during the period 22.00 hrs of

30-7-76 to 06.00 hrs. of 31-7-76 committed misconduct by taking away wheat of about 10 kgs. and 8 kgs. approximately in two bags from wagon stabled at eastyard without authority.

3. In view of the fact that the Enquiry Officer found the concerned workmen guilty and the said finding was further found correct by Sri Bhattacharya, the then Presiding Officer of this Tribunal, the union has confined its argument before me to the question of punishment only. It is submitted that the dismissal be set aside and Mohit Roy be reinstated with full back wages, etc. and that some minor punishment be imposed. My attention has been drawn to Section 11A of the Industrial Disputes Act which empowers this Tribunal to set aside the dismissal and to impose lesser punishment. I am not inclined to agree with this contention. It is true that only 18 Kgs. wheat was being stolen but it is not the quantity of the property but the nature of the act which is material. The concerned workman was a Security guard. Theft by him is a serious charge. In *Ruston and Hornsby (I) H.D. v. T. B. Kadam, AIR 1975 (SC) 2025* it was held that the charge of attempt to steal the property of the company was a serious one and the delinquent deserved nothing sort of dismissal. That was a case of suspected dishonesty. That was also a case of a watchman of a certain factory. When he was seen carrying away a new Fluorescent Tube, he was challenged by another watchman. Then the delinquent in the case brought back the tube and kept in the guard room of the factory. In that situation it was held that the delinquent deserved dismissal. In view of this decision of the Supreme Court the punishment of dismissal in the present case cannot be interfered with.

4. My award therefore is that the management in relation to the Calcutta Port Trust were justified in removing the concerned workman, namely Mohit Roy, Security Guard No. 466 attached to the Vigilance and Security Adviser, Secretary's Department from service with effect from 6th May 1977 and he is not entitled to any relief.

Dated, Calcutta,
The 22nd January, 1983.

M. P. SINGH, Presiding Officer
[No. L-32012/5/80-D. IV(A)]
T. B. SITARAMAN, Desk Officer

New Delhi, the 9th February, 1983

S.O. 1354.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Eastern Coalfields Limited, Post Office Ulhra District Burdwan and their workmen, which was received by the Central Government on the 3rd February, 1983.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CALCUTTA**

Reference No. 93 of 1978

PARTIES :

Employers in relation to the management of Bankola Colliery of Eastern Coalfields Limited

AND

Their workmen.

APPEARANCES :

On behalf of Employers.—Sri S. K. Acharya, Personnel Manager.

On behalf of the Workmen.—Sri B. S. Azad, General Secretary of the Union.

STATE : West Bengal

INDUSTRY : Coal.

AWARD

By Order No. L-19012(38)/78-D.IV(B) dated 1st December, 1978 the Government of India, Ministry of Labour, referred an industrial dispute as to "Whether the action of the management of Bankola Colliery of Eastern Coalfields Limited in refusing employment to Shri Dhiraj Singha with effect from 1-6-74 is justified? If not to what relief is the said workman entitled?", for adjudication to this Tribunal.

2. The answer to the reference would be "Yes". Dhiraj Singha's name is not mentioned in any statutory record including B form register (Ext. M-1). His name was not even suggested to the management by the ex-contractor, namely B. S. & Company on the date of take over (1st June, 1974). He was not an earth cutter. His case is that he was bill-bonus clerk and he maintained all the records of the quarry employees, but there is not a single bill on record nor there is any bonus register to show that he actually worked under the ex-contractor. He relied on a letter, Ext. W-2 sent by B. S. & Company to the Manager, Bankola Colliery. In that letter the said Company said that Dhiraj Singha had joined their firm as billing/Pay Clerk in November 1973 and that they had released him on 16 June, 1974. Other exhibits filed by the Union are not material on the point in issue. The point in issue is whether Dhiraj Singha was, immediately before the appointed date, in the employment of B. S. and Company. So far as Ext. W-2 is concerned, it is not convincing. If he was in the employment of the ex-contractor, there is no reason as to why his name should not have mentioned in B form register or any paper of the B. S. & Company. It is to be noticed that both in the written statement and in his evidence Dhiraj Singha has stated that all workmen of the company excepting him were taken over by the ECL. He has not given any reason in his evidence as to why that was so. The only reasonable inference is that he was not in the employment of the old company. There is no evidence of any ill feeling between B. S. & Company and the Government company. No motive is suggested anywhere against the Government company MW-1 M. K. Mukherjee has deposed before this Tribunal that the workers were taken over on the basis of attendance register, that besides the earth cutters the mining sirdars and one Basdev Pal were also taken over. The name of Basdev Pal appears in the B form register vide the entry Ext. M-1a. It will not be out of place to mention that the contract with the company was for earth cutting, that all earth cutters were taken over and even the mining sirdar was taken over. Dhiraj Singha, as already stated, was not an earth cutter. There is no reliable evidence on record to show that he was even bill/bonus clerk. MW-1 says that for one month after the take over he did not receive any communication from any quarter. Dhiraj Singha also did not approach him at any time within one month. This leads to the conclusion that Dhiraj Singha was not in employment of the company.

3. The union has examined four witnesses but they are all useless. WW-1 is Dhiraj Singha himself. He is highly interested in his own case. In cross-examination he says, he was the only clerk in B. S. & Company. If it was so his name could not have been missed to be mentioned, to the CMA or any authority concerned at the time of take over. His evidence is not supported by any bill or by any piece of paper which he claims to have written. WW-2, Khatu Rajbanshi, an earth cutter has deposed that Dhiraj Singha used to prepared bill, and make payment to the earth cutters and used to maintain the bonus register. There is no document to support his evidence. His evidence, therefore, is not reliable. WW-3 Mohd. Altarul is another earth cutter and his evidence also is of similar nature unsupported by any documentary evidence. WW-4 Ram Gopal Chatterjee is a formal witness. He has only proved certain letters written by the Company. This is all the evidence adduced by the Union. I am not inclined to rely on the same.

4. After considering the evidence on record I am of opinion that the Union has miserably failed to establish that immediately before the appointed date Dhiraj Singha was in the employment of B S & Company. If so, there is no question of application of Section 14(1) of Coal Mines Nationalisation Act, 1973. The union has strongly relied on the case of Workmen Concerned represented by the Bihar

Colliery Kamgar Union and Bharat Coking Coal Ltd., 1978 II JJJ, 17(SC) for the purpose of showing that the Government company was bound to take over and employ all the workmen of the company under Sec. 14(1) of the said Nationalisation Act. But in that case the concerned workman was held to be in the employment of the erstwhile company on the date of take over. That case, therefore, is of no assistance.

5. For the reasons given above, my Award is that the action of the management of Bankola Colliery of ECL in refusing employment to Dhiraj Singha with effect from 1st June, 1974 is justified. Dhiraj Singha therefore is not entitled to any relief.

Dated, Calcutta,

The 24th January, 1983.

M P. SINGH, Presiding Officer

[No. L-19012(38)/79-D.IV(B)]

New Delhi, the 14th February, 1983

S.O. 1355.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Central Mine Planning and Design Institute Limited, Asansol and their workmen, which was received by the Central Government on the 9th February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 21/81

PARTIES :

Employers in relation to the management of C.M.P.D.I. Ltd., Asansol, Regional Institute-I, G. T. Road, Asansol.

AND

Their workman.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workman—Sri C. S. Mukherjee, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 3rd February, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10 (1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19011(8)/80-D.IV(B) dated the 14th May, 1981.

SCHEDULE

"Whether the action of the management of Central Mine Planning and Design Institute Ltd., Asansol, in not promoting Smt. Tripati Sengupta vide its Regional Director's Order No. R1-1/CMPDI/OR/CTR/28 (a) 748 dated the 30th April, 1977 as Store Keeper in the pay scale Rs. 425—700, is justified? If not, to what relief is she entitled?"

2. The case of the workman is that she was originally appointed under Coal Board along with Smt. Namita Bhattacharjee and while working under Coal Board they were governed by the C.P.C. scale. Subsequently Coal Board was taken over by the Government and the workmen of Coal Board came under Wage Board recommendation in October,

1977. The workmen of the Coal Board subsequently opted for N.C.W.A. on 28-7-77 which was accepted finally by the management of C.M.P.D.I. It is stated that a Departmental Promotion Committee (D.P.C.) was held on 30-4-77 for promotion to the post of Head Clerk/Store Keeper in which though the concerned workman was senior to Smt. Namita Bhattacharjee still she was superseded and Smt. Namita Bhattacharjee was given promotion. It is submitted that though the concerned workman fulfilled all the requirements and conditions of the rules of promotion but she was not considered fit on the plea of unsuitability with conducting any sort of suitability test. It is further stated that she was superseded on the ground of some adverse remarks against her but the said adverse remarks were never communicated to her and that she received the same only after she made representation when promotion was not given to her. The prayer is that the action of the management in not promoting her to the post of Store Keeper is unjustified and she should be promoted and given consequential relief.

3. The case of the management, however, is that the normal channel of promotion from the post of Assistant in the Coal Board was to the post of Head Clerk and that one post of Store Keeper fell vacant early in 1977 in the Regional Institute, Asansol and as it was an ex-cadre post, therefore, according to the promotion channels as obtaining in the Coal Board Smt. Namita Bhattacharjee was promoted to the said post as she was found suitable for the same. It is admitted that the concerned workman was senior to Smt. Namita Bhattacharjee but it is stated that the D.P.C. considered the annual confidential report of both these workmen and came to the conclusion that the performance of Smt. Namita Bhattacharjee was far superior to that of the concerned workman and that on the remarks of the Reporting Officers Smt. Namita Bhattacharjee was found fit for promotion and hence she was promoted accordingly. It is submitted that seniority is not the criteria for promotion to the post of Head Clerk and that the only criteria is merit and as Smt. Namita Bhattacharjee was found more meritorious and there were adverse remarks against the concerned workman hence she was superseded. It is further submitted that the case of the concerned workman was considered in September 1978 after taking into account her performance etc. and the D.P.C. this time also considered her not fit for promotion, but her case was specially considered by the Chairman-cum-Managing Director who decided to give her promotion initially for a period of six months only and during that period her performance was to be watched. Her performance was reviewed after six months of promotion and she was allowed to continue to the same post. Thus the main defence is that as the D. P. C. did not find the concerned workman fit for promotion hence she was superseded.

4. The point for consideration is as to whether the action of the management in not promoting the concerned workman to the post of Store Keeper is justified. If not to what relief she is entitled.

5. WW-1 is the concerned workman and her main evidence is that as she was senior to Smt. Namita Bhattacharjee she should have been promoted to the post of Head Clerk. She has thus claimed promotion on the ground of seniority only. Admittedly D.P.C. was held on 30-4-77 and the proceedings of the D.P.C. has been marked Ext. M-1. It is admitted that no suitability test is held by the D.P.C. and that promotions are made on the basis of three years confidential report. Ext. M-1 would show that two posts of Head Clerk and one post of Store Keeper were to be filled up. The post of Store Keeper is equivalent to the post of Head Clerk. The post of Store Keeper, however, according to the management is an ex-cadre post and that the normal channel is to give promotion to the post of Head Clerk. Two persons who were promoted to the post of Head Clerk are admittedly senior to the concerned workman. From the D.P.C. report it will appear that as there were certain adverse remarks against the concerned workman hence she was not found fit for promotion. Exts. M-3 to M-3/2 are the confidential remarks of the concerned workman for the last three years. They would show that she was found below average and not fit for promotion by the Reporting Authority. On the basis

of these remarks the concerned workman was superseded and Smt. Namita Bhattacharjee who had better record of service was given promotion.

6. The D.P.C. proceedings of 1978 has been filed and marked Ext. M-4 which would show that even in 1978 the concerned workman was not considered fit for promotion but however she was given promotion for a period of six months and she is continuing on the higher post. Thus there were sufficient documents before the D.P.C. for superseding the concerned workman. Ext. M-2 is the extract from schedule to the Coal Board service regarding Recruitment and General Conditions Regulations and it shows that for promotion to the post of Head Clerk 'merit' is the only criteria which is to be considered. Apparently before the D.P.C. Smt. Namita Bhattacharjee was considered to be more meritorious having a good record of service as against the concerned workman who had adverse remarks against her and hence she was superseded. Thus no illegality appears to have been committed by the D.P.C. and the decision of the D.P.C. cannot be challenged when seniority was not the criteria for giving promotion.

7. The only ground taken on behalf of the workman is that the adverse remarks given to her were not communicated to her and that it was communicated to her when she filed representation and wanted to know of her supersession. In support of it she has filed certain representations which she made before higher authorities which are Exts. W-2 and W-3 and Ext. W-1 is the reply given to her communicating to her the adverse remark recorded. It is no doubt true that the adverse remark should have been communicated to the concerned workman and she should have been given opportunity to file representation, if any, but this lacuna alone in my opinion cannot set aside the decision of the D.P.C. as the D.P.C. had no knowledge as to whether the remarks had been communicated or not. Further there is no rule in this department to show that no action can be taken on the adverse remarks unless it is communicated.

8. Considering these, I hold that the action of the management in refusing promotion to the post of Store Keeper to the concerned workman is not unjustified and she is not entitled to any relief.

9. I give my award accordingly.

J. N. SINGH, Presiding Officer.

[No. L-19011(8)/80-D.IV(B)]

S.O. 1356.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Begunia Project of Messrs Bharat Coking Coal Limited, Post Office Barakar, District Burdwan, and their workmen, which was received by the Central Government on the 7th February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 9/81

PARTIES:

Employers in relation to the management of Begunia Project of M/s. Bharat Coking Coal Ltd., P. O. Barakar, District Burdwan.

AND

Their workman

APPEARANCES :

For the Employers—Shri G. Prasad, Advocate.

For the Workman—Shri B. Lal, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 31st January, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012 (20)/80-D. IV. (B) dated the 28th March, 1981.

SCHEDULE

"Whether the management of Begunia Project of M/s. Bharat Coking Coal Ltd., P.O. Barakar, District Burdwan is justified in not regularising Shri D. N. P. Singh as Overman Incharge in Grade 'A' (Technical and Supervisory) with effect from 17th July, 1974? If not, to what relief is the workman concerned entitled?"

2. The case of the workman is that he has been working as Overman Incharge with effect from 17th July, 1974 continuously without any interruption at Begunia Project of M/s. Bharat Coking Coal Ltd. He possesses all the qualifications and experience required for an Overman Incharge and he is doing his duty as Overman Incharge right from the beginning to the satisfaction of all concerned.

3. It is submitted that the Overman Incharge is in Technical Grade A but the concerned workman was placed in Grade B and was being paid less wages than that of Grade A. The concerned workman represented the matter before the management and the management was pleased to pay him the difference of wages between Grade A & B for certain period but his grievance for placing him in Grade A as per his work as Overman Incharge was not rectified. Several representations were made but the management instead of regularising him in Grade A, stopped payment of difference of wages of Grade A from 21st October, 1978 after paying the same for 4 years 3 months and 10 days.

4. The concerned workman then raised the present industrial dispute through his union. It is stated that he was transferred to Begunia Project in the year 1974 to fill up a permanent vacancy for Overman Incharge as a competent person was required to meet the special needs there. There was no Overman or Overman Incharge at that Project in the beginning and for special reasons from the very beginning the concerned workman was placed as Overman Incharge. Later on three more Overmen were placed in that Project to work in three different shifts and the concerned workman has been working all through in the general shift and has also to see the management of other shifts as and when occasion arises. It is also submitted that in all the records and registers of the management the designation of the concerned workman has been shown as Overman Incharge and he has been treated as such by the management also. It is therefore submitted that the concerned workman is entitled to be regularised as Overman Incharge from the very beginning i.e. from 17th July, 1974 with full back wages.

5. The management has contested the claim of the concerned workman and the defence is that he is not a workman within the meaning of the Industrial Disputes Act and hence the Reference is not maintainable.

6. It is however stated that the concerned workman has been working as an Overman in Begunia Project having been so appointed on 16th May, 1972. According to the management under the Coal Wage Board recommendation an overman was in Grade C and the higher post of overman used to be known as Head Overman/Sr. Overman/Overman Incharge and these three posts were redesignated under the Coal Wage Board recommendation as Head Overman in Grade B. The National Coal Wage Agreement-I, however,

from 1st January, 1975 placed an Overman in Technical Grade B and Head Overman was placed in Technical Grade A.

7. It is submitted that under the Cadre Scheme of Bharat Coking Coal Ltd., the post of Head Overman is a promotional post to be filled up from amongst overmen area-wise and this promotion depends upon the suitability of the candidate and the vacancies and the employers circulated a cadre scheme for uniform promotion norms in respect of promotion from Overman to Head Overman. The concerned workman was appointed in the year 1970 did not come within the purview of the said norms and hence he was not considered fit for promotion to the post of Head Overman. According to the management in fact a Departmental Promotion Committee was constituted for promotion from Overman to Head Overman in the year 1977 but the existing strength of Head Overmen was found to be more than required and hence no promotion was given and only a panel was prepared and that panel was also expired. In that Departmental Promotion Committee also the case of the concerned workman was not considered as he did not possess the required qualifications. It is also stated that the concerned workman is the Deputy General Secretary of the sponsoring union and in consultation with this sponsoring union a uniform promotion policy-cum-cadre scheme for promotion of mining personnel was finalised on 4th March, 1979 and the sponsoring union entered into a settlement with the management on a number of items including the promotion matters of various posts. It is submitted that in accordance with this settlement a Departmental Promotion Committee has been constituted and the case of the concerned workman can only be examined by the said Committee in due course. It is, however, stated that on the request of the Association the case of the concerned workman was referred to the High Power Grievance Committee and the said committee though found the concerned workman not eligible for promotion but since he had worked in the higher grade he was given difference of wages from 17th July, 1974 to 27th October, 1978 amounting to Rs. 3234.38 paise.

8. According to the management the endeavour of the Association is to get the concerned workman promoted outside the cadre scheme which is not possible for the public sector. It is also submitted that promotion is entirely management's function and none can claim promotion as of right.

9. On the above grounds it is prayed that the Reference be decided in favour of the management.

10. The point for consideration is as to whether the management is justified in not regularising the concerned workman as Overman incharge in Grade A with effect from 17th July, 1974. If not to what relief the concerned workman is entitled.

11. At the outset it may be stated that the case of the workman throughout is that of regularisation and not of promotion. In para 6 of the written statement the management has contended that under the cadre scheme of Bharat Coking Coal Ltd., the post of Head Over is a promotional post to be filled up from among the overmen area-wise. This fact was also put to the concerned workman during the course of his deposition but it has been denied. In fact no such cadre scheme of the Bharat Coking Coal Ltd. has been filed to show that there was such a cadre scheme of the Bharat Coking Coal Ltd., from the very beginning. In fact such cadre scheme was for the first time promulgated by the Coal India in the year 1978 and a letter dated 25th April, 1978 (Ext. M-2) was circulated to all the Subsidiaries of Coal India viz. BCCL, CCL, ECL, WCL and CMPDIL. This letter no doubt has given the details of the staffing pattern and promotional avenue for mining supervisory personnel in the collieries and this shows as to how the post of Senior/Head Overman is to be filled up. It is not denied that prior to Coal Wage Board recommendation the post Sr. Overman was designated as Sr. Overman, Head Overman or Overman Incharge and the Coal Wage Board designated the said post as Head Overman only. It is also not denied that prior to Coal Wage Board recommendation an overman was in Grade C and an Overman Incharge or Head Overman was in Grade B. The National Coal Wage Agreement however put the Overman in Grade B and

Head Overman in Grade A and this agreement came into force from 1st January, 1975. As stated earlier, prior to 1978 there was no cadre scheme for promotion to the post of Head Overman. The management has tried to show that it is a case of promotion and the promotion is to be made only by the Departmental Promotion Committee but the case of the workman as stated earlier is that of regularisation and so the question of promotion does not arise at all.

12. The concerned workman has examined himself as WW-1 and he has stated that he joined M/s. BCC Ltd., as Overman after leaving the job of Bengal Coal Co., in 1972 and from there he was transferred to Chanch Colliery and then to Begunia Colliery on 17th July, 1974. At that time the colliery was closed and that it was to start hence he was transferred there. According to him he was made Overman Incharge from the very date of joining that colliery on 17th July, 1974 and he got an authorisation in writing. In support of it the concerned workman has filed Ext. W-3 the authorisation letter issued by the Project Manager showing that he was being authorised to work as Overman Incharge in Begunia Project with effect from 17th July, 1974. Ext. W-2 is another letter dated 26th September 1975, showing that the concerned workman was authorised to work as Overman Incharge there. Thus from these two letters it is clear that from the very date of his transfer the concerned workman was directed to work as Overman Incharge. Ext. W-4 is a letter dated 20th March, 1975 issued by the Project Manager to the concerned workman designating him as Overman Incharge. There is another letter Ext. W-5 to the same effect. Ext. W-7 is the identity card issued to the concerned workman and here also his designation is as Overman Incharge.

13. All these documents coupled with the evidence of the concerned workman clearly go to show that he was working as Overman Incharge at Begunia Project since 17th July, 1974. MW-1 is the Manager of Begunia Project. It is admitted by him in his deposition that Sri D. N. P. Singh the concerned workman is the senior most overman there. Though this witness has stated that BCC Ltd., introduced a Cadre Scheme but that scheme has not been filed. This witness has admitted in paragraph 13 of his cross-examination that since 1974 the concerned workman was authorised to work as Overman Incharge. It is also admitted by him that the case of Sri Singh is for regularisation and not for promotion. In paragraph 16 of his deposition this witness has admitted that Sri Singh is working at present as Dust Incharge and only Senior or Head Overmen are to be considered to work as Dust Incharge. This fact clearly goes to prove that till the present day the concerned workman is performing the duty of Senior or Head Overman.

14. A plea has been taken by the management that there is no post of Senior or Head Overman in Begunia Project. But this fact is belied from the documents and written statement of the management themselves. According to the management the case of the concerned workman was referred to the Grievance Committee and the Grievance Committee directed payment of difference of wages to the concerned workman as he was working as Overman Incharge. This difference of wages was paid to the concerned workman right from 17th July, 1974 till 21st October, 1978 vide Ext. W-6 the payment voucher. Now if there was no post of Senior Overman or Head Overman in Begunia Project how could the concerned workman be directed or authorised to work as Overman Incharge there. In fact MW-1 has admitted in para 7 of his cross-examination that whenever the concerned workman worked as a Senior Overman he was given difference of wages as per Coal Wage Board recommendation. The written statement filed by the management also supports this fact.

15. All the above documents and evidence thus clearly indicate that since 17th July, 1974 the concerned workman has been doing the work as Overman Incharge and he has not been regularised in that post. It is not denied that prior to the cadre scheme introduced by the Coal India vide letter Ext. M-2 dated 25th April, 1978 there was no scheme under the BCC Ltd., for promotion or regularisation in the post of Senior Overman and new scheme came into force only in the year 1978. The concerned workman, however, is

working as Senior Overman since 1974 and so the scheme of 1974 is clearly not applicable to him.

16. It has however been urged on behalf of the management that due to the cadre scheme the post of Senior Overman is to be filled up by promotion only and there is no question of regularisation. But this fact is also not correct. The concerned workman has stated in para 8 of his deposition that one Sri C. R. Mukherjee was regularised as Senior Overman in Technical Grade A without any promotion. It is in evidence that a Pit Incharge is also a Sr. Overman. The Office Order Ext. W-1 dated 5th April, 1982 issued by the Dy. Personnel Manager would show that Sri C. R. Mukherjee an Overman of Victoria West Colliery was working as Pit Incharge independently for a long time has been regularised as Senior Overman and this regularisation was to take effect immediately. Thus from this document it is clear that as late as in 1982 Sri Mukherjee an overman was regularised as Senior Overman because he was working as Pit Incharge for quite a long time. This document thus falsifies the case of the management that after the coming into force the cadre scheme in 1978 there has been no promotion.

17. An attempt has been made on behalf of the management supporting the case of promotion of Sri C. R. Mukherjee. MW-1 has stated that Sri C. R. Mukherjee was regularised as Senior Overman because of his diploma but even in the cadre scheme it is nowhere mentioned that a person holding diploma will be regularised as Senior Overman. There is nothing to show that the concerned workman does not possess the qualifications required for a Senior Overman. In fact admittedly he performed the work of Senior Overman since the year 1974 and was also paid difference of wages for about 4 years. The case of the management, therefore that the post of Senior Over can be filled up by promotion only falls to the ground.

18. The management has filed certain documents to show that there was some Departmental Promotion Committee but the case of Sri D. N. P. Singh was not considered fit. But these documents are of no avail. Sri Singh was working as Senior Overman from the year 1974 and so there was no question of considering his name for the post of Senior Overman in the year 1977 or onwards.

19. The next contention of the management is that the post of a Senior Overman or Overman is of supervisory character and as an Overman or Sr. Overman drawn pay above Rs. 500 hence the concerned workman is not a workman under the Industrial Disputes Act. It is well settled that the question whether a person holds supervisory post or not is to be considered on the question as to what is the main duty of that person. The concerned workman has stated in his evidence the duties performed by him and according to him the duties performed by him is of manual nature and that he does not hold supervisory post. It is stated by him that he has got no power to appoint any person or to grant leave etc. and that he has got no official function. He cannot take disciplinary action. He has further stated that he works under the direction as issued by the manager. As against this there is no evidence nor any document has been filed on behalf of the management to show as to what is the main duty of the concerned workman. MW-1 has stated that as per instruction of the manager an overman allots duty to workman underground as per requirement. Thus the overman works under the direction of the manager. It is the management who has taken the plea that an overman is not a workman and as such onus lay on them to show as to what was the main or principal duty of an overman so that it can be judged as to whether his main duty was of supervisory character or not. The management has also argued that some Tribunal has held that an overman is not a workman. Whereas the workman has also filed an award of Industrial Tribunal No. 1, Dhanbad in which all the facts have been discussed and it has been held that an overman is a workman as defined under the I.D. Act. This Court, however, is not bound by any Award of any Tribunal. There is no ruling of any High Court or Supreme Court till now on this point. The main criteria as stated earlier is that this fact is to be determined on the main duty to be performed by a person and in the present case the workman has given evidence to the effect that his main job is not of a supervisory character and he has to do mainly manual work.

20 Considering the above circumstance and evident on the record, I hold that the concerned workman is a workman as defined under the Industrial Disputes Act and the Reference is maintainable.

21 Considering the evidence and circumstance of the case on record, I hold that the management was not justified in not regularising the concerned workman as Overman Incharge.

22 The question, however, is as to from which date he is to get the wages of Grade A (Technical Supervisory). Admittedly prior to the coming into force of the NCWA an Overman Incharge was in Grade B. He got Grade A with effect from 1st January, 1975 when the said agreement came into force. The concerned workman is, therefore, entitled to be regularised as Overman Incharge from the date he is working as such and he is to get the wages of Grade A from 1st January, 1975. The amount paid to him as difference of wages will however be deducted when payment of arrears of wages is paid to him.

23 I give my award accordingly

J N SINGH, Presiding Officer

[No L-19012(20)/80-D IV(B)]

S.O 1357—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Sodepur Central Workshop of Messrs Eastern Coalfields Limited, Post Office Sunderchak, District Burdwan and their workmen, which was received by the Central Government on the 7th February, 1983

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT NO 3, DHANBAD

Reference No 49/81

PARTIES

Employers in relation to the management of Sodepur Central Workshop of M/s Eastern Coalfields Ltd, P O Sunderchak, Dist Burdwan.

AND

Their workman

APPEARANCES

For the Employers—Shri P C Banerjee Sr Personnel Officer.

For the Workman—Shri S K Acharyee

INDUSTRY Coal STATE West Bengal

Dated, the 31st January, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them u/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947, has referred the dispute to this Tribunal for adjudication under Order No L-19012(31)/81-D IV(B) dated the 14th October, 1981

SCHEDULE

"Whether the action of the management of Sodepur Central Workshop of M/s Eastern Coalfields Ltd, P O Sunderchak, Dist Burdwan in superannuating Shri Nabdev Mitra, Design Moulder with effect from 1-1-1978 and 1-7-1980 is justified? If not, to what relief the workman concerned is entitled?"

2 Several dates were given to the parties for hearing of the case but they took time on some ground or other. On 20-1-1983 however, the union filed a petition stating that the concerned workman does not appear to be interested in the matter as no instruction is being received by the union regarding his case. It is therefore prayed by the union that the Reference may be ordered to be withdrawn with permission for filing further petition if so advised.

3 There is no provision under the Industrial Disputes Act or Rules for withdrawal of Reference. The very fact that the concerned workman is not interested goes to show that there is no dispute between the parties now and hence in the circumstances a 'no dispute' award is passed.

J N SINGH, Presiding Officer

[No L-19012(31)/81-D IV(B)]

S S MEHTA, Desk Officer

New Delhi, the 17th February, 1983

S.O 1358—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta, and their workmen, which was received by the Central Government on the 30th January, 1983

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Reference No 17 of 1981

PARTIES

Employers in relation to the management of Calcutta Port Trust, Calcutta,

AND

Their Workmen

APPEARANCES

On behalf of Employers—Mr D K Mukherjee Industrial Relations Officer

On behalf of Workmen—Mr Asgar Ali Vice President of the Union

STATE West Bengal INDUSTRY Port

AWARD

The Government of India, Ministry of Labour, by their Order No L-32011(20)/80-D IV(A) dated 31 March, 1981 referred the following dispute to this Tribunal for adjudication—

"Whether the action of the management of Calcutta Port Trust in selecting Shri Chittaranjan Sarkar, Super Cargo, as Deputy Security Officer (Fire Fighting) by denying opportunity to qualified workman of the Fire Fighting Section and deviating from the existing practice of selecting and promoting persons from within the Unit is fair and justified, in the circumstances? If not, to what relief are the concerned workmen entitled?"

2 Shri D K Mukherjee appearing for the management placed all the necessary facts leading to the selection of Shri Chittaranjan Sarkar, Super Cargo. The facts are these

"A post of Deputy Security Officer (Fire Fighting) was created with effect from 1-5-1972 under Resolution No 759 dated 29-5-1972 in the Port Fire Organisation. It was provided in the said Resolution that the post of the Assistant Fire Officer would remain vacant during the validity of the Post of Deputy Security Officer (Fire Fighting) Shri Shyamal Banerjee, who had been working under

the Board as the Assistant Fire Officer since 10-11-1966 was promoted to the post of the Deputy Security Officer (Fire Fighting) with effect from 1-5-1972. Shri Syamal Banerjee resigned from the Board's service with effect from 31-12-1976. Following Shri Banerjee's resignation, the post of the Deputy Security Officer (Fire Fighting) fell vacant with effect from 1-1-1977 and thereafter the question of filling up of the post was considered by the Administration. It was decided that for appointment to the post of the Deputy Security Officer (Fire Fighting), a suitable person would be selected from amongst the Super Cargo/Labour Supervisors of the Traffic Department. It was also decided that Super Cargos/Labour Supervisors with five years' experience in the respective categories would be considered for the post. The selected person would initially be attached to the Port Fire Organisation in his own pay. He would also be sent to the next course in the National Fire Service College, and on his qualifying from there, he would be adjusted to the post of Deputy Security Officer (Fire Fighting)...."

It was also decided that few Super Cargos would be sent for training at the appropriate level so that their services could be available for assistance. The candidates were interviewed by the Standing Establishment Committee. As a result of interview two candidates were selected, one Chittaranjan Sarkar, Super Cargo and Jonab Abdul Halim, Super Cargo. While Sri D. K. Mukherjee was arguing Sri Asgar Ali, Vice-President of the concerned union appeared before me and said that the workmen concerned were not interested in the dispute and they would not contest. He also filed a petition to that effect.

In the circumstances a "No dispute" award is passed in favour of the management.

Dated, Calcutta,

The 22nd January, 1983.

M. P. SINGH, Presiding Officer
T. B. SITARAMAN, Desk Officer
T. B. SITARAMAN, Desk Officer

New Delhi, the 21st February, 1983

S.O. 1359.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Hyderabad, in the industrial dispute between the employers in relation to the management of Singareni Collieries Co. Limited, Ramagundam Division-I and their workmen, which was received by the Central Government on the 1st February, 1983.

[No. L-21025(i)/80-D. IV(B)]

S. S. MEHTA, Desk Officer

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT :

Sri S. V. Raman Reddy, B.A., LL.B, Industrial Tribunal
(Central)

Industrial Disputes No. 24 of 1981

BETWEEN

The Workmen of Singareni Collieries Company Limited,
Ramagundam Division-I.

AND

The Management of Singareni Collieries Company Limited,
Ramagundam Division-I.

APPEARANCES :

Sri G. Bikshapathy, Advocate for—the Workman.

Sri K. Srinivasa Murthy, Advocate for—the Management.

AWARD

In exercise of the powers conferred by Sections 7A and 10(1)(a) of the Industrial Disputes Act, 1947, the Central Government referred the following industrial dispute existing between the employers in relation to Ramagundam Division-I of Singareni Collieries Company Limited and their Workmen by Order No. 21025(1)/80-D.IV(B) dated 29-9-1981 to this Industrial Tribunal for adjudication :—

"Whether the action of the management of M/s. Singareni Collieries Company Limited, Ramagundam Division-I in terminating the services of Smt. Jatti Sesharatnam, General Mazdoor, Category 1 with effect from 12-11-75 is justified? If not, to what relief is the workman concerned entitled?"

2. The aggrieved workwoman, namely, Jatti Sesharatnam filed a claims statement contending as follows :—She was appointed an general mazdoor in category 1 by the management of the company to work at the medical department by order dated 14-5-1975 and joined duty on 15-5-1975. Since then she has been performing her duties to the entire satisfaction of her superiors. The order of appointment was for 3 months for the period from 15-5-1975 to 15-8-1975. Three days after the above period, she was again appointed for another 3 months from 19-8-1975 to 18-11-1975. There was no necessity for the company to terminate the services of the workwoman. It was done so in order to create an artificial break in service. While so, her services were terminated abruptly by an order dated 11-11-1975 w.e.f. 12-11-1975, without giving any reason whatsoever by the Senior Medical Officer. The work-woman approached the company for reconsidering the matter with a request to reinstate her. As there was no response, the Petitioner made a written representation on 14-3-1976, but in vain. Thereafter the Vice-President of the Tandur Coal Mines Labour Union, of which the work-woman was the member, made a demand on the company on 19-3-1976 to reinstate her. By letter dated 1-4-1976, the company informed the union that the work and conduct of the work-woman were very much unsatisfactory and hence her services were terminated. The union had taken up the matter with the Conciliation Officer (Central). As there was no meeting point before the Conciliation Officer (Central), the failure report was sent to the Government of India, which culminated in the present reference. The order of termination is illegal, unlawful and ab initio void. The work-woman was appointed by the Divisional Superintendent of the company. As such the Senior Medical Officer has no power or authority to terminate the services of the work-woman. As per the order of appointment, the work-woman was entitled to be in service upto 18-11-1975. Her services cannot be terminated before the expiry of the period. No misconduct was alleged against the work-woman and no enquiry was conducted. The order of termination is contrary to Section 25F of the Industrial Disputes Act. The termination, is in violation of certified standing orders of the company and the principles of natural justice. No reasons were assigned at the time of termination of services. But at a later stage it was revealed by the management that her services were terminated for her very unsatisfactory work and conduct. Hence it amounts to termination by way of punishment. The company is therefore bound to hold an enquiry as per the provisions of the standing orders. The action of the management in terminating the services in the guise of discharge simpliciter is illegal and void. The husband of the work-woman, namely, Lakshman Rao, who is working as Overman, CDK No. 6 Incline of the Company, was the Assistant Secretary of Tandur Coal Mines Labour Union, Godavari Khani. The Senior Medical Officer bore grudge against the union, as the union challenged successfully before this Tribunal and the High Court some of her orders declaring some workers medically unfit. Keeping that in view the services of the work-woman were terminated. The action of the Management therefore amounts to victimisation and unfair labour practice. The action of the management is mala fide and contrary to the provisions of Chapter V of the I.D. Act, inasmuch as the management appointed number of other persons after the termination of the services of the work-woman ignoring her claim for appointment to the post. The persons appointed subsequent to her subsequent termination were not having the requisite qualifications and ex-

perience. The entire action of the management is unjustified, actuated with malice and bias. The work-woman studied upto XI Class. She had undergone training course in general nursing from 1-1-1962 to 1-8-1963 and passed the general nursing with distinction from the company's main hospital. Though she is fully qualified and trained nurse, she was appointed as general mazdoor in the hospital. Ever since the date of her termination, she is unemployed. She could not secure any alternative employment in spite of her efforts. Hence the order of termination may be declared as illegal and unjustified reinstating the work-woman with full back wages and other attendant benefits.

3. The Divisional Superintendent, Ramagundam Division-I filed a counter on behalf of the management of the Singareni Collieries Company Limited with the following averments. The allegations made in the claims statement are not correct and the same are denied. The work-woman was appointed as a temporary general mazdoor to work in the hospital for a period of 3 months from 14-5-1975. As she was appointed only for a period of 3 months, her services stood terminated on 15-8-1975. As her temporary services were required, she was again appointed for a period of 3 months from 19-8-1975. Her services were terminated w.e.f. 12-11-1975. She represented that she may be appointed again. Her case was not considered as her work and conduct during the temporary period were not satisfactory. Her co-workers had complained against her and in spite of oral warnings she had not improved. The order terminating her services issued by the Senior Medical Officer is an order. Even though she was to be engaged upto 18-11-1975, her services were terminated w.e.f. 12-11-1975, because of her unsatisfactory work and conduct. The allegation that her husband E. Laxman Rao, Overman GDK 6 Incline was a union official and the Senior Medical Officer had grudge against the union and that hence the termination was effected is only imaginary. Once the services of the work-woman was terminated due to unsatisfactory conduct and work, there is no question of considering her for appointment again even though there were some vacancies in the department. There is no malice or bias involved in this case. As the work-woman was appointed only as general mazdoor, her qualification had no bearing for her appointment. If her qualifications are higher than required for the post, she should not have accepted the same. This case was taken up in conciliation on 9-12-1976. The work-woman submitted application dated 4-11-1976 to the Assistant Labour Commissioner (C), requesting the case to be closed and also authorising Tandur Coal Mines Labour Union to represent her case. Her applications dt. 16-10-1976 and 4-11-1976 were taken up for discussions and the conciliation ended in failure on 9-12-1976. Thereupon the Ministry of Labour by letter dated 18-4-1978 intimated that the action of the management in this case can hardly be termed as malafide or unjustified and therefore the case was not referred for adjudication. It is surprising to know that the Singareni Collieries Mazdoor Union which does not exist and which has not taken up the case for conciliation is referred as a party in this case. When the matter was closed during 1978, it has come up again for reference. The allegation that the order of termination is contrary to Section 25F of the I.D. Act is not correct. The work-woman had not put in the qualified service to claim benefits under Section 25F of the Act. She was appointed on temporary basis for a specified period and the company is free to terminate her services as per the appointment order. The allegation that the order of termination is contrary to the principles of justice and standing orders is no correct. The order of termination does not suffer from any infirmity. This is a belated case and the case was not represented and taken up for reference as per the procedure. Therefore the reference may be rejected.

4. On the above contentions, the work-woman examined herself as W.W.1 and her husband as W.W.2 and marked Exs. W1 to W14 on her side. The company examined its then Senior Medical Officer at Ramagundam as M.W.1 and marked Exs. M-1 and M-2 on its side.

5. According to the evidence of W.W.1, in her chief examination, she passed H.S.C. in March, 1961. Ex. W1 is her H.S.C. pass certificate. She had undergone a course of training in general nursing from 1-1-1962 to 1-8-1963

in the company's hospital at Kothagudem. Ex. W2 is the certificate showing her passing in the above said general nursing with distinction. She had also taken part in Scouts and Guides rally. Ex. W3 is the certificate issued for her participation in the rally. She worked as part-time teacher in Welfare Centre at Godavari Khani from 1968 to 1975. Ex. W4 is her service certificate issued by the Welfare Centre. She resigned her job in the Welfare Centre, as she was promised by the management to provide another job. She was appointed in the hospital as general mazdoor as per Ex. W5 order. She was posted at the hospital, which is under the control of the Medical Officer. Her services were stopped by 15-8-1975. Again she was appointed by order dated 18-8-1975 for the period from 19-8-1975 to 18-11-1975. The appointment order was signed by the Divisional Superintendent Ramagundam Division, which is Ex. W6. Before completion of the period of service mentioned in Ex. W6, her services were terminated by the Senior Medical Officer w.e.f. 12-11-1975 as per Ex. W7 order. The Senior Medical Officer has no power to terminate her services, since she was appointed by the Divisional Superintendent. She made Ex. W8 representation on 14-3-1976 to the management, to reinstate her into service. Her union also wrote Ex. W9 letter to the management taking up her cause for reinstatement. The management gave the Ex. W10 reply stating that her services were terminated for unsatisfactory work. Thereafter the union made an application to the Assistant Labour Commissioner (C), which is Ex. W11. Ex. W12 is the reply submitted by the management to the Assistant Commissioner of Labour (C). Ex. W13 is the letter written by her union to the Assistant Labour Commissioner (C). On 9-12-1976 the failure report was recorded by the Assistant Commissioner of Labour (C) as per Ex. W14. During her period of service, the work-woman was not given any memo, either orally or in writing pointing out the lapses with regard to the performance of her duty. The management has not issued any charge sheet nor conducted any enquiry against the unsatisfactory service and conduct. It is not correct to say that the management terminated her services because of her unsatisfactory work and conduct. The management has not given any warning either oral or written. Her husband, namely, E. Laxman Rao is working as Overman in No. 6 incline, Godavari Khani. Her husband was the Assistant Secretary of the Union. There is another union controlled by the communists. There are rivalries among the two unions. The services of the work-woman were terminated by the Management at the instructions of the rival union managed by the communist party. Number of persons were appointed after terminating her services. They are Suguna, Shusheela, Kanakara etc. as general mazdoors. All these workers are juniors to her. She was not given any opportunity of appointment before her juniors were appointed. None of the ayahs/general mazdoors had the educational and other qualifications possessed by the work-woman. The post of ayah is permanent. The candidates will be given the post of general mazdoor for 3 months. In order to create break in service, the management issued two separate appointment orders with a gap of 3 days. The work-woman was drawing above Rs. 400 per month at the time of termination of her services. She got offers of appointment in one or two places but she did not go as her case was pending before the Central Commissioner of Labour. At present she is unemployed. Hence she prays that she may be reinstated into service with back wages and other benefits.

6. On her above chief examination, the following answers are elicited, in her cross examination. For the post of ayah in the company's hospital, the qualification is that the candidate should pass the standard and possess first-aid certificate and practical certificate as ayah for at least 2 years either from a private doctor or from any nursing home. When the work-woman was appointed, the above said qualifications were required and at present she does not know. It is not correct to say that the above said qualifications are not required at any time for the post of ayah. It is true that for the first time, she was appointed as general mazdoor for a period of 3 months. It is true that her services were terminated on the first occasion w.e.f. 15th August, 1975. On the second occasion also, she was given appointment for 3 months. Her services were terminated on 12-11-1975 as per Ex. W7 before the expiry of 3 months. It is not correct to say that the Senior Medical Officer, who terminated her services, has the power to do so. It is true that the

Senior Medical Officer was the person incharge of the hospital. It is not correct to say that the general mazdoor will not be automatically be taken as ayah after putting services as general mazdoor for 3 months. It is not correct to state that her termination has no connection with the trade union activities of her husband. It is also not true to say that it was not due to the instigation of the rival union she was terminated from service. It is not true to say that during the time she served as general mazdoor her service and conduct were unsatisfactory.

7. According to the evidence of W.W.2, he is working as Overman in No. 6 Incline, G.D.K. He was the Assistant Secretary of Tandur Coal Mines Labour Union in 1975. They had a rival union controlled by the AITUC. The said union was a recognised union and the management was yielding to the demands of the said union. There was a membership drive in 1975 and the witness's union had collected more subscriptions than the AITUC union. After that incident, his wife was removed from service. On account of his trade union activity, his wife was removed from service. W.W.2 stated in his cross-examination that his wife was appointed as temporary general mazdoor. He stated that she was terminated within the period of 3 months on the second occasion. He denied the suggestion that there was no connection between his trade union activities and his wife's termination of service.

8. According to the evidence of M.W.1, she is now working as the Chief Medical Officer in the company's hospital at Kothagudem. In 1975 she was working as the Senior Medical Officer of the company at Ramagundam. W.W.1 was appointed under M.W.1 temporarily for a period of 3 months i.e. from 15-5-1975 to 14-8-1975. The services of W.W.1 were terminated on 15-8-1975 by M.W.1 under instruction of the Divisional Superintendent incharge of the medical department. W.W.1 was again appointed by the Divisional Superintendent temporarily for another period of 3 months from 19-8-1975 to 18-11-1975. The services of W.W.1 were terminated on 12-11-1975 by M.W.1 under the instructions of the Divisional Superintendent. During the service of W.W.1 under M.W.1, M.W.1 found the services of W.W.1 unsatisfactory. It is not true to say that the services of W.W.1 were terminated at the instance of the majority labour union due to group rivalry between the unions. There is no qualifications for the post of mazdoor. M.W.1 used to receive number of complaints during the service of W.W.1 under M.W.1 from the co-workers of W.W.1 and from several patients. The duties of W.W.1 as mazdoor were serving food to the patients in plates, attending to the bathing and clothing of the patients after bath and cleaning of the bed, etc. In 1975 the company was having only 2 regular ayahs in the dispensary at Ramagundam. At that time the company wanted to upgrade the dispensary into a 25-bed hospital. As the company wanted some more ayahs for the upgraded hospital, they were testing the aptitude and suitability of the mazdoors for appointment as ayahs. They did not take W.W.1 as ayah as she had no aptitude to work as an ayah. W.W.1 was not supplying food plates and water to patient as per her duty. W.W.1 used to ask the patients to do themselves for getting food plates and water. W.W.1 was insisting on the patients to address her as dorasani. Whenever M.W.1 used to pull up W.W.1, W.W.1 used to carry out that work very reluctantly causing unhappiness to the patients. W.W.1 was not pulling on well with her co-workers. W.W.2 was working as mining sardar. W.W.1 was educated upto 10th class. So W.W.1 used to boss over the less educated ayahs and other co-workers.

9. On the above chief examination of M.W.1 the following answers are elicited in her cross-examination. The Divisional Superintendent incharge of the medical department of the company issued the first appointment order as per Ex. W5. Ex. W6 is the second appointment order of W.W.1. Ex. W7 is the order issued by M.W.1 terminating the services of W.W.1 w.e.f. 12-11-1975. M.W.1 had no powers to appoint any employee at that time and no powers to terminate the services of any employee also. Hence M.W.1 terminated the services of W.W.1 as instructed by the Divisional Superintendent. Actually the Divisional Superintendent authorised M.W.1 by Ex. M1 written authorisation dated 11-11-1975 to terminate the service of W.W.1. M.W.1 does not know

whether the Divisional Superintendent had any power to issue such authorisation under the standing order of the company. Ex. W2 is the certificate issued by the company to show that W.W.1 had undergone a course of training in general nursing from 1-1-1962 to 1-8-1963 and she had passed the general nursing Part I. Even for the post of ayah there are no any prescribed qualifications. The only requirements is sufficient education to understand the instructions given by the doctor and aptitude to attend on the patients as directed by the doctor. Actually W.W.1 was given the two appointment orders for short periods as part of their scheme to select ayahs out of the mazdoors after testing their aptitude for appointment as ayahs. So they were also entrusting the duties of ayahs to such mazdoors. M.W.1 never gave any written warning or censure to W.W.1, as there was no need to issue the same for temporary employees. If any permanent employee indulges in such lapses in discharge of duties, they certainly issue charge sheets and conduct enquiries. M.W.1 does not know whether the husband of W.W.1 belongs to INTUC group. She does not bother whether any employee belongs to one union or the other union. She does not recollect whether she declared Mattur Rahman, Mangaiyah and Matta Mamalingaiyah medically unfit. In discharging her duties at Ramagundam M.W.1 declared some of the workmen medically unfit. Without the concerned records, M.W.1 cannot give the names of the workers, whom she had made medically unfit. She does not know whether the above named 3 workers approached the Court and obtained orders for their reinstatement or whether they belonged to the INTUC group. It is not true to say that her work of W.W.1 was quite satisfactory and excellent and that M.W.1 terminated her services at the instance of the co-workers of W.W.1. The company appointed several mazdoors after the termination of the services of W.W.1.

10. A printed copy of the standing orders of the company was marked as Ex. M2 by consent.

11. The work-woman, namely, Jatti Sesharatnam, who will be referred to hereinafter as W.W.1, is the wife of F. Laxman Rao examined as W.W.2. She passed her H.S.C. examination in March, 1961. Ex. W1 is her H.S.C. pass certificate. She also undergone a course of training in general nursing from 1-1-1962 to 1-8-1963 in the hospital of the Singareni Collieries Company Limited at Kothagudem and passed in the general nursing examination with distinction. Ex. W2 is the certificate showing her passing in the above general nursing examination. She also took part in the Scouts and Guides Rally, held at Kothagudem in January, 1959, as can be seen from the certificate marked as Ex. W3. She worked as part time teacher in the Welfare Centre of the Company at Godavari Khani from 1968 to 1975. Ex. W4 is her service certificate issued by the Welfare Centre. While so she was appointed as general mazdoor by the company for a period of 3 months from 15-5-1975. Ex. W5 is the above order of appointment dated 14-5-1975. As per the above order her services stood terminated on 15-8-1975. Again by Ex. W6 order dated 18-8-1975, she was appointed for another period of 3 months from 19-8-1975. But before the expiry of the above period of 3 months, her services were terminated w.e.f. 12-11-1975 by the then Senior Medical Officer of Ramagundam Division of the company i.e. M.W.1, as per the order of termination marked as Ex. W7 dated 11-11-1975. Then W.W.1 submitted the representation Ex. W8 dated 14-3-1976 to the Managing Director of the company requesting for her reinstatement. The Vice President of the Tandur Coal Mines Labour Union also sent the representation Ex. W9 dated 19-3-1976 to the Divisional Superintendent, Ramagundam Division No. I of the company to reconsider the case of W.W.1 and to reinstate her in the company's service. By Ex. W10 letter dated 1-4-1976, the Divisional Superintendent Ramagundam Division I of the company replied to the Vice President of the Tandur Coal Mines Labour Union informing him that the temporary appointment of W.W.1 was terminated, as her work and conduct were reported to be very much unsatisfactory and that hence they are not reconsidering her case for re-appointment. Thereafter the matter was brought to the notice of the Assistant Labour Commissioner (C) by the Vice-President of the Tandur Coal Mines Labour Union by his letter Ex. W11

dated 4-4-1976. On that letter, the Assistant Labour Commissioner (C) tried for conciliation. Ex. W12 dated 1-9-1976 is the views of the management submitted to the Assistant Commissioner of Labour (C). Ex. W13 dated 17-9-1976 is the views of the Vice President of the Tander Coal Mines Labour Union submitted to the Assistant Commissioner of Labour (C). Ex. W14 is the minutes of conciliation proceedings held on 9-12-1976 by the Assistant Labour Commissioner (C). As the conciliation proceedings failed, the Government of India referred this industrial dispute for adjudication to this Industrial Tribunal. The above are the undisputed facts in this case.

12. Undisputedly the initial appointment of W.W.1 for a period of 3 months in the first instance is purely temporary for a period of 3 months as can be seen from Ex. W5 order of appointment, which reads as follows :—

"You are hereby temporarily appointed to work as General Mazdoor in Category I emoluments for a period of 3 months with effect from 15-5-1975. Your services stand automatically terminated on 15-8-1975. You are directed to report for duty to the Sr. MO. RG. on 15-5-1975".

In terms of the order, the services of W.W.1 stood automatically terminated on 15-8-1975. Even the second order of appointment of WW-1 was also purely temporary for a period of 3 months as can be seen from Ex. W6 order of appointment, which reads as follows :—

"You are hereby temporarily appointed as General Mazdoor in Category-I emoluments, to work at Medical Department for a period of three months with effect from 19-8-1975. Your services stand automatically terminated by 19-11-1975. You are directed to report for duty to Sr. MO., RG. on 19-8-1975."

As per the above order, the services of W.W.1 would stand automatically terminated by 19-11-1975. However her services were terminated by M.W.1 as per Ex. W7 order of termination w.e.f. 12-11-1975 i.e. 7 days before the expiry of the 3 months period. W.W.1 questions the Ex. W7 order of termination on several grounds. Ex. W7 reads as follows :—

"Ref : SC. RGI Jr. No. DPO, RGI/4/75/513 dated 18-8-1975. With reference to the above cited letter, your services are hereby terminated with effect from 12-11-75."

As can be seen from the above order, the company terminated the services of W.W.1 without assigning any reasons. According to the company, the above order is order of termination simpliciter and since the appointment of W.W.1 was purely temporary, she can be discharged from service at any time without assigning any reasons. Standing Orders 13(C) of the Standing Orders marked as Ex. M-2 reads as follows :—

"No temporary employee whether monthly paid or weekly paid or piece-rate or probationer or substitute whether monthly or weekly paid shall be entitled to any notice or pay in lieu thereof if services are terminated."

As per the above standing order, W.W.1 is not entitled to any notice or pay in lieu thereof on the termination of her services, provided that the order is an order of termination simpliciter and no stigma whatsoever attached. The company contends that Ex. W7 is an order of termination simpliciter, whereas W.W.1 contends that the above order is by way of punishment.

13. Under law and also as per the above quoted standing order, the management has a right to terminate the services of a temporary employee at any time without notice or pay in lieu of notice and without assigning any reasons. The employer is free to deal with his employees when the action concerned is not punitive or mala fide or does not amount to victimisation or unfair labour practice. If the

termination of service is a colourable exercise of the powers vested in the management or as a result of victimisation or unfair labour practice, the Industrial Tribunal would have jurisdiction to intervene and set aside such a termination. In order to find out the same, the Industrial Tribunal has implied jurisdiction to go into all the circumstances, which led to the termination simpliciter. Even though an order of termination may be couched in terms of an order of termination simpliciter, this Tribunal is entitled to go behind the apparent language in question and consider whether the order of termination simpliciter is imposed by way of punishment. As can be seen from the wording of Ex. W7 order, the language employed shows that it is an order of termination simpliciter. Let us see whether it is an order of termination simpliciter or punitive in nature. If the above order is punitive, it cannot stand, as in such a case there must be an enquiry and finding of guilt to discharge even a temporary employee.

14. Though no reasons were assigned for the termination of the services of W.W.1 in Ex. W7 order, however as can be seen from Ex. W10 letter of the management and evidence of M.W. 1, the services of W.W. 1 were terminated as her work and conduct during the temporary appointment were found unsatisfactory. On this aspect the following are the details given by M.W.1 in her evidence in the chief examination :

"During her services under me, I found her services unsatisfactory..... I used to receive number of complaints during her service under me from her co-workers and from several patients. Her duties as mazdoor were serving food to the patients in plates, attending to the bathing and clothing of the patients after bath and cleaning of the beds etc..... As we wanted some more ayahs for the upgraded hospital, we were testing the aptitude and the suitability of the mazdoors for appointment as ayahs. We did not take her as ayah as she had no aptitude to work as ayah. She was not supplying food plates and water to the patients as per her duties. She used to ask the patients to go themselves for getting their food plates and water. She was insisting on the patients to address her as dorasani. When I used to pull up that mazdoor, she used to carry out that work very reluctantly causing unhappiness to the patients. She was not pulling on well with her co-workers. The husband of the mazdoor was working as mining sardar. She was educated upto 10th class. So she used to loss over the less educated ayahs and other co-workers."

The following is the evidence of M.W.1 in her cross examination :—

"I never gave any written warning or censure to the above mazdoor, as there was no need to issue the same for temporary employees. If any permanent employee indulges in such lapses in discharge of duties, we certainly issue charge sheets and conduct enquiries..... It is not true to say that the work of the above mazdoor was quite satisfactory and excellent and that I terminated her services at the instance of her co-workers."

15. As can be seen from the above evidence of M.W.1, the work and conduct of W.W.1 must be held to be unsatisfactory. As against the same W.W.1 stated denying the allegations of the management that the management terminated her services because of her unsatisfactory work and conduct. As can be seen from the above evidence of M.W.1, M.W.1 does not impute any one of the misconducts categorised in standing order 16 of Ex. M2, warranting an enquiry. It is true that M.W.1 stated in her cross-examination that if any permanent employee indulges in such lapses in discharge of duties, the company will issue charge sheets and conduct enquiries. A reading of the list of misconducts enumerated in standing order 16 shows that the present unsatisfactory work and conduct imputed to WW-1 does not fall within the meaning of any of the misconducts detailed therein. As such there is no need for conducting any enquiry for terminating the services of W.W.1 who is only a temporary employee.

16. W.W.1 contends that her services were terminated not on account of the unsatisfactory nature of her work and conduct, but on account of the union activities of her husband, namely, W.W.2. According to the claims statement of WW-1 her husband, namely, WW-2 who was working as Overman, G.D.K. No. 6 Incline of the company, was the Assistant Secretary of Tandur Coal Mines Labour Union, Godavari Khani. MW-1 bore grudge against the union. When MW-1 declared some workers medically unfit, the union challenged the said decisions successfully before the Tribunal and High Court. Keeping this in view the services of W.W.1 were terminated. Therefore the action of the company amounts to victimisation and unfair labour practice.

17. When it came to evidence, W.W.1 deposed in her chief examination that her husband, namely, W.W.2, who is working as Overman in No. 6 Incline Godavari Khani was the Assistant General Secretary of the Union, that there another union controlled by communists, that there are rivalries among the two unions and that her services were terminated by the company at the instructions of the rival union managed by the communist party. In her cross-examination it was suggested to her that her termination had no connection with the trade union activities of her husband, that it was not due to the instigation of the rival union that she was terminated from service and that during the time she served as general mazdoor, her service and conduct were unsatisfactory. Of course WW-1 denied all those suggestions. W.W.2 deposed in his evidence in chief examination that he is working as an Overman in No. 6 Incline Godavari Khani, that he was the Assistant Secretary of Tandur Coal Mines Labour Union, that they had a rival union controlled by AITUC, that the said union was a recognised union and the management was yielding to the demands of the said union, that there was a membership drive in 1975 and his union had collected more subscriptions, than the AITUC union, that after this incident his wife was removed from service and that on account of his trade union activities conducted by him, his wife removed from service. In his cross-examination, it was suggested that there was no connection between his trade union activities and the termination of the services of his wife. But he denied the suggestion.

18. In its counter, the company denied the above allegations. In support of the above allegations, there is only the bare, oral and interested evidence of W.W.1 and her husband W.W.2. There is absolutely no other independent evidence. No documentary evidence is produced to make out the above allegations. A specific instance to the effect that M.W.1 declared some workers medically unfit, that the union of W.W.2 challenged the decisions successfully before the Tribunal and High Court and that hence bearing grudge on this account, the services of W.W.1 were terminated by M.W.1. When this case was suggested to M.W.1 she denied the same. She stated that she did declare some of the workmen as medically unfit in discharge of her duties. She stated that she does not recollect whether she declared Mettur Rahman, Mansaiah and Metta Ramalingaiah medically unfit, that she cannot give the names of the workers whom she had declared medically unfit and that she does not know whether the above named 3 workers approached the Court and obtained orders for their reinstatement or whether they belonged to the INTUC group. She also stated that she does not know whether WW-2 belongs to INTUC group and asserted that she does not bother whether any employee belongs to one union or the other union. If really M.W.1 declared any employee belonging to the union of W.W.2 as medically unfit and if really the union of W.W.2 successfully challenged the decisions of M.W.1 before the Tribunal and High Court there must be lot of documentary evidence to substantiate the above allegations. No scrap of paper is filed to show that MW-1 declared any employee belonging to the union of W.W.2 as medically unfit or to show that the union of W.W.2 successfully challenged any such decision of MW-1. In the absence of any such documentary evidence and in view of the denial of MW-1 relying on the mere oral and interested evidence of WW-1 and WW-2 it cannot be held that MW-1 bore grudge against WW-2. So the action of the management in terminating the service of

WW-1 cannot be held to amount to victimisation or unfair labour practice.

19. Nextly WW-1 contends that she is highly qualified, that the termination of her services by the company is mala-fide. It is true that admittedly some workers were appointed to the post of general mazdoors in the company after the termination of the services of W.W.1. But once the services of W.W.1 were terminated on the ground that her work and conduct were not satisfactory, there is no question of her reappointment. Naturally when the vacancies arose, the company was at liberty to appoint any other persons as general mazdoors. Further the qualifications of W.W.1, disclosed from the certificates marked as Exs. W1 to W4, have no bearing on the appointment to the post of general mazdoor, which post does not require any qualification. Even for the post of ayah, as can be seen from the positive evidence of MW-1 no such qualifications are prescribed. The only requirement is sufficient education to understand the instructions given by the doctor and aptitude to attend on the patients as directed by the doctor. M.W.1 found the work and conduct of W.W.1 as unsatisfactory, when certain duties of ayahs were entrusted to WW-1 to test her suitability and aptitude for appointment as ayahs. Besides, W.W.1 has no right to claim the post of an ayah unless and until she was found suitable for that post and appointed to that post by the company. However there is no need in this case to find out whether the qualifications possessed by WW-1 are required and sufficient for the post of ayah or whether they warrant the appointment of WW-1 as ayah, since the order of termination, questioned in this case, is relating to the post of general mazdoor. Therefore I do not see any mala-fides in this case in the termination of the services of W.W.1.

20. Another contention of W.W.1 is that the order of termination is contrary to Section 25F of the Industrial Disputes Act. This contention is untenable and misconceived. To be entitled to the benefits under Section 25F, the workman shall be in continuous service for not less than one year. It is not the case of WW-1 that she has been in continuous service for not less than one year. Hence this contention of W.W.1 is also rejected.

21. Lastly, W.W.1 contends that since she was appointed by the Divisional Superintendent, M.W.1 has no competency to dismiss her. As can be seen from both the appointment orders marked as Exs. W5 and W6, W.W.1 was appointed on the two occasions by the Officer of the cadre of Divisional Superintendent. It is also admitted that it was M.W.1, who terminated the services of WW-1 in this case as per the order of termination marked as Ex. W7. In her evidence, M.W.1 clearly admits that she had no power to appoint any employee at that time and that similarly she had no power to terminate the services of any employee at that time. So it is clear that M.W.1 was incompetent to terminate the services of W.W.1. As per Ex. W1 order, already quoted in paragraph 12 above, it is stated that with reference to Ex. W6 order the services of W.W.1 were terminated w.e.f. 12-11-1975. To show that M.W.1 has passed the above order of termination, under authorisation from the Divisional Superintendent, the company introduced Ex. M-1 in evidence stage, Ex. M1 reads as follows :—

"Kindly refer to our discussion today regarding the unsatisfactory work of Smt. Jatti Sesharatnam, General Mazdoor (Trainee).

I hereby authorise you to terminate the services of the above Smt. Jatti Sesharatnam as I agree with the report given to me by you."

As observed above, this authorisation was introduced for the first time, when M.W.1 entered the witness box. There is absolutely no reference to this Ex. M1 authorisation anywhere in the counter of the company. On the other hand,

to the positive contention of W.W.1 in her claims statement that M.W.1 had no power or authority to terminate her services, the company stated in the counter that the order terminating the services of W.W.1 issued by M.W.1 is an order. If really Ex. M-1 order was in existing and if really M.W.1 passed the Ex. W7 order by virtue of the authority vested in her in pursuance of Ex. M-1 order, it must have definitely found a place in the counter. Not only that Ex. M1 order must have been necessarily quoted by M.W.1 in issuing Ex. W7 order, if Ex. M1 order was in existence by the date of Ex. W-7 order. Curiously there is absolutely no reference to Ex. M1 or any whisper or indication about the authorisation under Ex. M1 in Ex. W7 order. Further copies of the present orders marked as Exs. W5 to W7 were enclosed to Ex. W12 views submitted by the management to the Conciliation Officer. The above enclosure also do not show the existence of Ex. M1 order. So I have no hesitation to hold that Ex. M1 authorisation must have been a got up document in this case.

22. Even accepting the case of the company that Ex. M1 is a true document, it cannot be a valid document. It is undisputed proposition of law that an order of termination of a worker has to be passed by an officer competent to appoint a worker or an officer higher in rank above him, but never by an officer lower than the appointing authority. If any delegated authority is to pass an order of termination of a worker appointed by the competent authority, such power to delegate must be there for the delegating authority under the standing orders of the company. The learned advocate for the company is unable to draw my attention to any standing order authorising such delegation. Therefore M.W.1 does not derive any authority from Ex. M1 to terminate the services of W.W.1. As such the Ex. W7 order of termination must be held to be an invalid order passed by an incompetent authority.

23. Coming to the relief, as observed already Ex. W-6 appointment is purely a temporary appointment for a fixed period of 3 months, which period ends on 18-11-1975. But for the impugned Ex. W7 order W.W.1 would have only continued in her service from 12-11-1975 to 18-11-1975 both days inclusive. On account of the intervening Ex. W7 order, W.W.1 lost her employment for a period of 7 days only. As such she must be given relief for those 7 days only. Unless and until the company continues her services beyond 18-11-1975, W.W.1 has no right to continue in the post beyond 18-11-1975. Therefore there is no question of reinstatement of W.W.1 in service now. She is entitled only to emoluments for the above loss of 7 days of her service.

24. In view of my above finding, the result would be the same even if I had held all the other previous contentions urged by W.W.1 in her favour. In other words, even if the Ex. W-7 order is held to be punitive or mala fide or amounts to victimisation or unfair labour practice, that order alone will be struck down, in which event also W.W.1 will be entitled to her emoluments only for the period of 7 days from 12-11-1975 to 18-11-1975. In that event also there is no question of reinstatement of W.W.1 in service, since her appointment was only temporary and for a fixed period of 3 months ending by 18-11-1975.

25. In the result, an award is passed declaring that the action of the management of M/s. Singareni Collieries Company Limited, Ramagudam Division-I in terminating the services of Smt. Jatti Sesharatnam General Mazdoor, Category I with effect from 12-11-1975 is not justified. Hence the above work-woman is entitled to the payment of her usual emoluments for 7 days i.e. from 12-11-1975 to 18-11-1975 both days inclusive. She is not entitled to the reinstatement with back wages as prayed for by her. The reference is answered accordingly.

Sd/- (Illegible)
Industrial Tribunal

Appendix of Evidence.

Witnesses Examined

For Workman :

WW-1 Smt. Jatti Sesharatnam, MW-1 Dr. M. Ramalaxmi.
W.W.2 E. Laxman Rao

Witnesses Examined

For Management :

Documents Exhibited for the Workman

Ex. W1/5-8-61.—H.S.C. Certificate of W.W.1

Ex. W2/9-11-82—Certificate of pass in general nursing by W.W.1

Ex. W3/10-1-59—Certificate issued for the participation of W.W.1 in the Scouts and Guides Camp at Kothagudem.

Ex. W4/20-9-81—Service Certificate of W.W.1 issued by the Inspector, Welfare Centre.

Ex. W5/14-5-75—Order of appointment of W.W.1

Ex. W6/18-8-75—Order of appointment of W.W.1.

Ex. W7/11-11-75—Order of termination of the services of W.W.1

Ex. W8/14-3-76—Representation made by W.W.1 to the Managing Director of the company.

Ex. W9/19-3-76—Letter of the Vice President of Tandur Coal Mines Labour Union to the Divisional Superintendent, Ramagudam Division-I.

Ex. W10/1-4-76—Reply of the Divisional Superintendent, Ramagudam Division-I to the Vice President of Tandur Coal Mines Labour Union

Ex. W11/4-4-76—Application of the Vice President, Tandur Coal Mines Labour Union to the Assistant Labour Commissioner (C)

Ex. W12/1-9-76—Views of the management submitted to the Asst. Labour Commissioner (C).

Ex. W13/17-9-76—Views of the Vice President of the Tandur Coal Mines Labour Union submitted to the Assistant Labour Commissioner (C)

Ex. W-14/9-12-76—Minutes of the conciliation proceedings held by the Assistant Labour Commissioner (C).

Documents Exhibited for the Management

Ex. M1/11-11-75—Authorisation letter from the Divisional Superintendent, Singareni Collieries Company Limited, Ramagudam Division to M.W.1 to terminate the services of W.W.1.

Ex. M2/8-1-63—Standing Orders of the Singareni Collieries Company Limited

Sd/- (Illegible)
Presiding Officer
Industrial Tribunal

[No. L-21025(1)/80-D.IV(B)]

S. S. MEHTA, Desk Officer

नई दिल्ली, 20 मई, 1982

(ii) नये क्षेत्रों/स्थापनाओं के नये वर्गों पर योजना के विस्तार के लिये आवश्यक निधिवा।

कां०आ० 1360.--कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 36 के अनुसरण में, कर्मचारी राज्य बीमा निगम के वित्तीय प्राक्कलन तथा निष्पादन बजट 1982-83, सर्वसाधारण की जानकारी के लिये एतद्वारा प्रकाशित किये जाते हैं।

कर्मचारी राज्य बीमा निगम

वित्तीय प्राक्कलन तथा निष्पादन बजट
1982-83

1981-82 वर्ष के परिशोधित प्राक्कलन तथा 1982-83 वर्ष के बजट प्राक्कलन पर व्याख्यात्मक शापन

स्थायी समिति तथा निगम ने क्रमशः 6 फरवरी, 1981 तथा 7 फरवरी, 1981 को हुई बैठकों में 1981-82 वित्तीय वर्ष के लिये कर्मचारी राज्य बीमा निगम के आय तथा व्यय के बजट प्राक्कलों का अनुमोदन किया था। केन्द्रीय सरकार ने इनका अनुमोदन कर दिया था।

2. 1981-82 वर्ष के बजट प्राक्कलों के अन्तर्गत निम्नलिखित प्रावधान आते हैं--

- (i) विभिन्न क्षेत्रों में, जहाँ योजना कार्यान्वित की जा चुकी है, योजना को बनाने के लिये आवश्यक धन-व्यवस्था, तथा

3. 1981-82 वर्ष के बजट प्राक्कलन तैयार करते समय यह अनुमान लगाया गया था कि कर्मचारी राज्य बीमा योजना के अन्तर्गत 63.32 लाख कर्मचारियों को शामिल किया जायेगा। उपर्युक्त लक्ष्य 1980-81 वर्ष के दौरान ही प्राप्त कर लिया गया था (31-3-1981 की स्थिति के अनुसार 63.32 लाख कर्मचारी शामिल थे)।

4. परिशिष्ट-1, 30-11-1981 तक योजना के कार्यान्वयन की राज्यवार कुल व्याप्ति, 1981-82 तथा 1982-83 के दौरान योजना के कार्यान्वयन के लिये संभावित रोजगार के नये मैकेटों को शामिल करते हुए अतिरिक्त क्षेत्र तथा कार्यान्वयन की संभावित ताराखा का सूचक है। इन क्षेत्रों का निर्धारण राज्य सरकारों के परामर्श से किया गया है।

5. 1981-82 वित्तीय वर्ष के परिशोधित प्राक्कलन तथा 1982-83 वर्ष के बजट प्राक्कलन कार्यान्वयन के संगठित कार्यक्रम को ध्यान में रखकर तैयार किये गये हैं।

बजट विवरण

6. सारणीबद्ध बजट विवरण-क तथा ख में क्रमशः 1980-81 वर्ष के आय व्यय के वास्तविक आँकड़े तथा 1981-82 वर्ष के परिशोधित प्राक्कलन और 1982-83 वर्ष के बजट प्राक्कलन दिये गये हैं।

6.2 नीचे दी गई सारणी में एक नजर में प्राक्कलन दिखाये गये हैं।

एक नजर में बजट

लेखाशीर्ष		1980-81 वास्तविक आंकड़े	1981-82 प्राक्कलन बजट परिशोधित (लाख रुपयों में)	1982-83 बजट प्राक्कलन
राजस्व आय				
प्रशासन	1,79,76.57	1,88,80.00	1,88,80.00	1,95,30.00
व्याज तथा लाभांश	4,62.48	5,20.13	3,05.95	27,82.13
सूत्रावजा	2,97.67	2,87.56	2,78.39	3,13.15
किराया, दर तथा कर	4,86.15	4,46.00	5,51.09	6,30.01
अन्य शीर्ष (ख)	98.66	1,07.78	1,32.45	89.97
कुल राजस्व आय	1,93,71.53	2,02,41.47	2,01,47.88	2,33,45.26
राजस्व लेखों में व्यय				
1 हितलाभ				
क. शिक्षा हितलाभ	71,78.51	79,98.88	81,22.68	86,77.33
ख. नकद हितलाभ	80,41.45	77,60.46	90,75.28	93,75.81
ग. अन्य हितलाभ	21.68	22.14	27.79	29.07
कुल हितलाभ	1,52,41.64	1,57,81.48	1,72,25.75	1,80,82.21
2. प्रशासन व्यय	14,10.42	15,38.99	15,74.30	16,84.57
3. अस्पताल/प्रौद्योगिक (सूचकांक, मरम्मत तथा अनुरक्षण)	2,32.08	2,91.90	3,08.65	3,30.14
4. (i) पूंजीगत निर्माण आरक्षित निधि	17,92.83	18,88.00	9,44.00	28,97.00
(ii) आपति आरक्षित निधि	1,28.91	1,48.22	95.18	1,00.00
राजस्व लेखों में कुल व्यय	1,88,05.88	1,96,48.59	2,01,47.88	2,30,93.92
व्यय से अधिक आय की राशि	5,15.65	5,92.88	शून्य (ग)	2,51.34

(क) पैरा 9.6 देखें।

(ख) इसमें शिक्षा हितलाभों तथा अन्य राजस्व शीर्षों के संबंध में दिल्ली प्रशासन का योगदान शामिल है।

(ग) पैरा 17 देखें

राजस्व लेखों से बाहर व्यय

पूँजोगत लेखों में व्यय	10,40.62	850.60	10,23.78	12,30.00
प्राथमिक रोकड़ शेष	7,54.66	6,36.09	9,37.57	6,90.00
अंत रोकड़ शेष	9,37.57	6,40.00	6,90.00	7,10.00

विभिन्न शीर्षों के अस्तर्गत कुछ महत्वपूर्ण मदों की संक्षिप्त व्याख्या नीचे पैराग्राफों में दी गई है।

7. प्रशासन—प्रशासन में नियोजकों तथा कर्मचारियों के शेष कर्मचारी राज्य बीमा संशोधन अधिनियम, 1975 द्वारा समायोजित कर्मचारी राज्य बीमा अधिनियम, 1948 की अनुसूची-1 में दी गई दरों के अनुसार देय हैं।

8.1. चिकित्सा हितलाभ—संघ राज्य क्षेत्र, दिल्ली में योजना सीधे निगम द्वारा चलाई जाती है। अतः संघ राज्य क्षेत्र दिवनी का छोड़कर "क-चिकित्सा हितलाभ" शीर्ष के अस्तर्गत व्यय गुरुप्रत में राज्य सरकारों द्वारा किया जाता है तथा बाद में 7:1 के निर्धारित अनुपात में निगम तथा राज्य सरकारों के बीच शेयर किया जाता है। अधिकांश शेयर योग्य राशि समय-समय पर निगम द्वारा निवेश को गई अधिकतम सीमा के अधीन होती है। इस शीर्ष के अस्तर्गत को गई धन-व्यवस्था का उद्देश्य व्यय के निगम के शेयर का तुरा होता है।

8.2. चिकित्सा हितलाभों पर व्यय को अधिकतम सीमा—प्रति कर्मचारी चिकित्सा हितलाभों पर वार्षिक शेयर योग्य व्यय को अधिकतम सीमाएँ 1 अप्रैल, 1980 से निम्न प्रकार हैं:—

चिकित्सा देख-रेख का स्वरूप	प्रति कर्मचारी अधिकतम सीमा की राशि
सीमित	70 रुपये
विस्तारित	85 रुपये
पूर्ण	120 रुपये

इसके अलावा औषधियों, दवाइयों तथा पट्टियों पर अधिकतम सीमा से ऊपर व्यय की 25/- रुपये से ऊपर तथा 50/- रुपये तक प्रति कर्मचारी परिवार एकमात्र प्रति वर्ष अनुमति दी गई है। कर्मचारी राज्य बीमा निगम के स्वामित्व में आने वाले तथा कर्मचारी राज्य बीमा योजना से प्रभावित भवनों का किराया अधिकतम सीमा के बाहर रखा जाता है लेकिन राज्य सरकारों तथा निगम के बीच निर्धारित अनुपात में शेयर किया जाता है।

8.3. राज्य सरकारों को अदायगियाँ—निगम वर्ष के दौरान चिकित्सा हितलाभों पर व्यय के अपने शेयर के 90 प्रतिशत तक "लेखागत" अदायगियाँ करता है। ये अदायगियाँ राज्य सरकारों से प्राप्त व्यय विवरणों के आधार पर की जाती हैं। संबंधित राज्य महालेखाकारों से लेखा परीक्षा प्रमाण-पत्र प्राप्त होने पर इन अदायगियों का समायोजन किया जाता है।

8.4. निगम द्वारा सीधे किया गया व्यय—"चिकित्सा उधार तथा देख-रेख और प्रसूति सुविधाएँ—निगम द्वारा सीधे किया गया व्यय" शीर्ष के अस्तर्गत की गई धन-व्यवस्था में संघ राज्य क्षेत्र दिवनी में बीमाकृत व्यक्तियों तथा उनके परिवारों की चिकित्सा देख-रेख के प्रशासन को अनुमानित लागत शामिल है। शेयर योग्य राशि के 1/8 की दर पर अनुमानित बसुली "निगम द्वारा गुरुप्रत में किये गये चिकित्सा हितलाभों

में राज्य सरकारों/संघ राज्य क्षेत्रों का शेयर" तथा 1982-83 के व्रजः प्राक्कलनों में राजस्व में शामिल की गई है।

1981-82 वर्ष के परिशोधित प्राक्कलन

I—आय

9.1. चालू वर्ष (1981-82) में अब निगम का राजस्व 2,01,47.88 लाख रुपये होने का अनुमान है जब कि व्रजः में 2,02,41.47 लाख रुपये का अनुमान था।

अंशदान

9.2. प्रशासनों से आय 1,88,80.00 लाख रुपये रखी गई है जैसा कि व्रजः स्तर पर रखे जाने का अनुमान था।

9.3. 31-11-1981 की स्थिति के अनुसार योजना के अस्तर्गत आय कर्मचारियों की कुल संख्या 63.60 लाख थी तथा योजना के विस्तार और मौजूदा कार्यन्वित क्षेत्रों में अतिरिक्त व्याप्ति द्वारा वित्तीय वर्ष की समाप्ति तक लगभग 0.64 लाख अन्य कर्मचारियों को शामिल किये जाने की संभावना है। परेशाजित प्राक्कलनों में प्रत्याशित अतिरिक्त व्याप्ति को ध्यान में रखा गया है।

9.4. 30 नवम्बर, 1980 तक प्रशासनों की बकाया निर्धारित राशि 31 मार्च, 1981 को 41,23.56 लाख रुपये थी। निगम पहले ही बकाया राशि की बसुली के लिये कानूनी कार्रवाई कर चुका है। उपर्युक्त राशि में से 30 सितम्बर, 1981 तक 66.69 लाख रुपये की राशि बसुली की गई है। निगम अभी बकाया राशि को बसुली के लिये भरपूर प्रयास कर रहा है। लेकिन यह उम्मेदवारी है कि निगम को अपनी बकाया राशि की बसुली के लिये राज्य सरकारों पर निर्भर रहना पड़ना है।

चिकित्सा हितलाभों में दिल्ली प्रशासन का शेयर

9.5. दिल्ली में बीमाकृत व्यक्तियों तथा उनके परिवारों को चिकित्सा देख-रेख की व्यवस्था करने की जिम्मेदारी 1 अप्रैल, 1962 से निगम द्वारा ली गई थी। अनुमोदित व्यवस्था के अनुसार चिकित्सा देख-रेख पर निगम द्वारा किए गए व्यय का 1/8 भाग तथा चिकित्सा देख-रेख पर व्यय की निर्धारित अधिकतम सीमा से अधिक व्यय दिल्ली प्रशासन से बसुली किया जाने योग्य है। निगम "द्वारा गुरु में किए गए चिकित्सा हितलाभ में राज्य सरकारों/संघ राज्य क्षेत्रों का शेयर" शीर्ष के अस्तर्गत 95.19 लाख रुपये की व्यवस्था पिछले वर्षों के लिए दिल्ली प्रशासन द्वारा देय राशि का सूचक है।

व्याज तथा लाभांश

9.6. प्राक्कलनों में समस्त रोकड़ शेष अतिरिक्त अरक्षित निधि (प्राप्त अरक्षित निधि) तथा भविष्य निधि के निवेश पर प्राप्त व्याज, निगम के कर्मचारियों को दी गई पेणशियों पर प्राप्त व्याज तथा महाराष्ट्र सरकार को अस्तर्गत तथा औपचारिक भवनों के विस्तार के लिये 1977-78 तक किये गये कर्जों पर प्राप्त व्याज शामिल है।

1981-82 के परिशोधित प्राक्कलनों में आय में कमी मुख्य रूप से (i) कर्मचारी राज्य बीमा निगम भविष्य निधि के प्रशासकों को देय

व्याज (53.55 लाख रुपये) की कटौती और (ii) परिपक्वता पर मासिक व्याज वाले निवेश "पुनः निवेश योजना" के अन्तर्गत पुनः निवेश किए गए थे जिससे निर्धारित अवधि के अन्त में संचयी व्याज प्राप्त होता है।

अतिपूर्ति

9.7 जहाँ किसी राज्य में बीमाकृत व्यक्तियों को बीमारी हितलाभ प्रदायियों का व्यवहार अखिल भारतीय श्रमिकों से अधिक पाया जाता है, उस तरह की अधिक राशि कर्मचारी राज्य बीमा अधिनियम की धारा 58 (2) में दिए गए उपबंधों के अनुसार राज्य सरकार तथा निगम के बीच शेयर की जाती है। इसी प्रकार जहाँ निगम की राय में बीमाकृत व्यक्तियों में बीमारी की घटना निम्नलिखित कारणों से अधिक हो—

(1) किसी कारखाने या स्थापना में काम करने के लिए अस्वस्थ वातावरण या किसी अधिनियम के अंतर्गत कारखाने या स्थापना के स्वामी या अधिभोगी द्वारा अपेक्षित स्वास्थ्य संबंधी विनियमों के पालन करने में उसकी लापरवाही, या

(2) बीमाकृत व्यक्तियों के कब्जे में किसी कोठरी या आवास में सफाई की व्यवस्था ठीक न होना और इस तरह का अस्वस्थ वातावरण कारखाने या स्थापना के मालिक से अपेक्षित स्वास्थ्य संबंधी विनियमों का पालन करने में उसकी लापरवाही के कारण हो तो—

निगम, कर्मचारी राज्य बीमा अधिनियम, 1948 की धारा 69 अतिरिक्त उपबंधों के अनुसार बीमारी हितलाभ के कारण किए गए अतिरिक्त व्यय की बसूली कारखाने या स्थापना के स्वामी या अधिभोगियों से कर सकेगा।

1981-82 के परिशोधित प्राक्कलन में 2,78.39 लाख रुपये की व्यवस्था की गई है। इसमें आंध्र प्रदेश (5.52 लाख रुपये), बिहार (7.28 लाख रुपये), कर्नाटक (40.43 लाख रुपये), केरल (3.27 लाख रुपये), मध्य प्रदेश (33.54 लाख रुपये), पश्चिम बंगाल (0.13 लाख रुपये) तथा तमिलनाडु (1,87.92 लाख रुपये) राज्य सरकारों से अधिक बीमारी हितलाभ की बसूली शामिल है।

9.8 निम्नलिखित के संबंध में किराये, दर तथा कर—

- (i) कार्यालय भवन स्टाफ क्वार्टरों सहित), तथा
- (ii) अस्पताल/श्रीवशालय (स्टाफ क्वार्टरों सहित)।

निगम द्वारा निर्मित अस्पताल तथा श्रीवशालय भवनों से संबंधित किराया बीमाकृत व्यक्तियों को चिकित्सा हितलाभों की व्यवस्था पर राज्य सरकारों द्वारा किए गए शेयर योग्य व्यय का एक भाग होता है। इस प्रकार यह निगम तथा राज्य सरकारों के बीच 7:1 के निश्चित अनुपात में स्वतः विभाजित हो जाता है।

फीस, जुर्माना तथा जफ़्तवा

9.9 इसमें नियोजकों द्वारा कैंकिंग मशीनों के प्रयोग के लिए उनसे प्राप्त लाइसेंस फीस के कारण आय तथा निगम की राशियों की अदायगी न कर सकने और/या अंगदान फंडे प्रस्तुत न करने पर नियोजकों पर लगाए गए जुर्माने भी शामिल हैं।

विविध आय

इनमें बुल्डोकिंग पट्टा पत्रों की लागत के कारण आय, अधिक प्रदायियों तथा निष्काशरीक्षा में अस्वीकृत राशि की बसूलियाँ, छुट्टी बेगन तथा पेंशन अंगदानों की बसूलियाँ, केन्द्रीय सरकार स्वास्थ्य योजना के संबंध में कर्मचारी भ्रष्टाचार, तबनुकपी राजस्व शीलों में न ले जा सकने वाले गन वनों में किए गए सेवा व्यय की बसूलियाँ, न्यायालयों द्वारा डिकी की गई राशियों सहित कानूनी मुकदमों की लागत की बसूलियाँ तथा नकद हितलाभों आदि की बसूलियाँ शामिल हैं।

4—व्यय

10. सालू वर्ष 1981-82 में राजस्व लेखों में अथ 2,01,47.88 लाख रुपये के व्यय का अनुमान है, जबकि बजट में 1,96,48.59 लाख रुपये का अनुमान था।

11. बीमाकृत व्यक्तियों तथा उनके परिवारों को हितलाभ

क—चिकित्सा हितलाभ

11.1 इस शीर्ष के अंतर्गत कुल धन-व्यवस्था 81,22.68 लाख रुपये है। (इसमें गन वर्षों के संबंध में 10,33.16 लाख रुपये की अदायगी प्रदायियों शामिल हैं), इसमें चिकित्सा देख-रेख की व्यवस्था पर राज्य सरकारों द्वारा किए गए व्यय में निगम के शेयर के रूप में 76,94.28 लाख रुपये, दिल्ली में योजना निगम द्वारा सीधे बलाई जाने के संबंध में चिकित्सा हितलाभों पर व्यय के रूप में 4,28.40 लाख रुपये तथा बृहत्तर बम्बई में महिला कर्मचारियों तथा बीमाकृत व्यक्तियों की पत्नियों को सीधे स्थानीय कार्यालयों द्वारा किए गए प्रसव-मुक्त की अदायगी के रूप में 10.00 लाख रुपये शामिल हैं। दिल्ली के संबंध में व्यय के 1/8 भाग की बसूली 1982-83 वर्ष के बजट प्राक्कलनों की भाव में हिसाब में ले ली गई है। महाराष्ट्र राज्य से प्राप्त प्रसव खर्चों के 1/8 भाग का समायोजन चिकित्सा हितलाभों पर व्यय की बाबत उनके दावे की प्रतिपूर्ति करते समय किया जाएगा।

सालू वित्तीय वर्ष के दौरान निवृत्तान के लिए संभावित पिछली देयताओं की पूरा करने के लिए 10,33.16 लाख रुपये की राशि की व्यवस्था की गई है जबकि 1981-82 वर्ष के बजट प्राक्कलन में इस संबंध में 10,94.86 लाख रुपये की व्यवस्था की गई थी।

चिकित्सा हितलाभों पर व्यय में 1981-82 के परिशोधित प्राक्कलन में वृद्धि मुख्य रूप से चिकित्सा देख-रेख की किस्त में सुधार तथा व्याप्ति में वृद्धि के कारण हुई है।

ख—नकद हितलाभ

11.2 77,60.46 लाख रुपये की मूल व्यवस्था के स्थान पर विवरण-ख में दिए गए व्यय के अनुसार विभिन्न नकद हितलाभों के लिए 1981-82 के परिशोधित प्राक्कलनों में 90,75.28 लाख रुपये की धन-व्यवस्था 1981-82 वित्तीय वर्ष के पहले घाट महीनों के वास्तविक आंकड़ों तथा शेष महीनों की अनुमानित आवश्यकता पर आधारित है।

बीमारी हितलाभ के मामले में प्रति कर्मचारी प्रति वर्ष हितलाभ दिनों की औसत संख्या में वृद्धि हुई है। प्रति कर्मचारी बीमारी हितलाभ तथा अस्थायी अंगदान हितलाभ की दैनिक दर की औसत राशि में भी वृद्धि हुई है जैसा कि नीचे दिखाया गया है—

बीमारी हितलाभ अस्थायी अंगदान हितलाभ

प्रति कर्मचारी	1977-78	6.0	0.97
प्रति वर्ष/हित	1978-79	6.8	1.13
लाभ दिनों	1979-80	7.8	1.10
की औसत संख्या	1980-81	8.0 रु०	1.19
प्रति कर्मचारी	1977-78	8.31 रु०	9.39 रु०
प्रति दिन	1978-79	8.92 रु०	10.10 रु०
औसत हितलाभ	1979-80	9.54 रु०	10.72 रु०
दर	1980-81	10.29 रु०	11.79 रु०

बीमारी हितलाभ के मामले में प्रति कर्मचारी प्रतिवर्ष हितलाभ दिनों की औसत संख्या तथा बीमारी हितलाभ और अस्थायी अंगदान हितलाभ के मामले में प्रति कर्मचारी प्रति दिन औसत हितलाभ दर में वृद्धि 1981-82 के परिशोधित प्राक्कलनों में बढ़ी हुई व्यवस्था के परिणामस्वरूप हुई है।

राज्य सरकारों को यह सलाह दी गई है कि वे शिथिल प्रमाणन काम करें तथा आवश्यक अधिकड़े मंगाकर बेहतर नियंत्रण रखें। हड़तालों का सम्बंधी आदि के दौरान शिथिल प्रमाणन के प्रश्न पर विचार करने के लिये एक समिति का गठन किया गया था। उस समिति की रिपोर्ट स्थायी समिति तथा निगम के समक्ष प्रस्तुत की जा रही है।

ग—अन्य हितलाभ

12. विविध सवों पर व्यय को पूरा करने के लिए ग—अन्य हितलाभ के अंतर्गत बजट प्राक्कलनों में की गई 22.14 लाख रुपये की बचाए परियों का प्राक्कलनों में 27.79 लाख रुपये की घट-व्यवस्था की गई है। इन सवों में चिकित्सा बोर्डों तथा अपोल न्यायाधिकरणों को दी गई फीस, चिकित्सा बोर्डों तथा चिकित्सा निर्देशियों के समक्ष उपस्थित होने के लिए बीमाकृत व्यक्तियों द्वारा परिवहन पर सीधे किए गए व्यय की प्रतिपूर्ति के लिए उन्हें की गई भ्रष्टाचारियों तथा चिकित्सा बोर्डों के समक्ष उपस्थित होने के लिए बीमाकृत व्यक्तियों को मजदूरी का हानि के लिए देय व्यय और बीमाकृत व्यक्तियों की श्रम परीक्षा के लिए दी गई फीस तथा रोजगार बोट आदि के मायनों का निर्णय करने के लिए पुलिस रिपोर्टें तथा अन्य विवरण प्राप्त करने के मध्य में पुलिस अधिकारियों को देय खर्च शामिल करने हुए अन्य विविध खर्च शामिल हैं।

प्रशासन खर्च

13. 1981-82 वर्ष के दौरान प्रशासन पर कुल खर्च का बजट स्तर पर 15,38.99 लाख रुपये का अनुमान लगाया गया था जबकि अब 15,74.30 लाख रुपये का अनुमान है। घट-व्यवस्था 1981-82 के पहले मास मास के दौरान किए गए वास्तविक व्यय (आठ मास के दौरान और अंतों के वास्तविक आंकड़ों को शामिल करके) तथा वर्ष के बाकी पांच मास के दौरान किए जाने वाले संभावित व्यय पर आधारित है। बाकी पांच मास के आंकड़ों में कुछ ऐसी सवों पर व्यय शामिल है जो वर्ष के अंत में वार्षिक रूप में समायोजन की जाती है जैसे आरक्षित निधियों में अंतरित वार्षिक अनुदान तथा मूल्यह्रास खर्च, पेंशन आरक्षित निधि तथा कर्मचारी-राज्य बीमा निगम अंगदारी भविष्य निधि में निगम का अंशदान।

1981-82 के परिशोधित प्राक्कलनों में अधिक घट-व्यवस्था के कारण संक्षेप में निम्नलिखित है:—

क—वेतन

- (1) वर्ष 1981-82 के दौरान मंजूर की गई 1-12-1980, 1-2-1981, 1-4-1981, 1-6-1981 से महंगाई सले में वृद्धि।
- (2) 1,600 रुपये प्रति माह तक परिवर्द्धित लेने वाले कर्मचारियों को 23 वन के वेतन की तबर्ष अवधि (49.09 लाख रुपये)

ख—आकस्मिक व्यय

केन्द्रीय सरकार द्वारा पहले अनुमोदित 1981-82 के बजट प्राक्कलन के अनुसार इस शीर्ष के अंतर्गत व्यवस्था रखी गई है।

ग—अन्य खर्च

परिशोधित प्राक्कलन 1981-82 में बजट मुख्य रूप से क० रा० बी० निगम भविष्य निधि के अंशदाताओं को देय व्यय (53.55 लाख रुपये) की कटौती के कारण है जिसका भविष्य निधि जमा के निवेश पर बसुल किए गए व्यय को प्रति कटौती डेबिट में अब बसुल किया जा रहा है।

अस्पताल/औषधालय

14. इन शीर्ष के अंतर्गत व्यवस्था में हम उद्देश्य के लिये निश्चित पूंजीगत लागत की 40% की दर पर (1) अस्पताल तथा औषधालय भवनों का मूल्यह्रास (61.73 लाख रुपये) तथा (2) इन भवनों की मरम्मत तथा अनुदान (2,46.92 लाख रुपये शामिल है)।

पूँजीगत निर्माण तथा आपात आरक्षित निधियों में आगत पूँजीगत निर्माण आरक्षित निधि:

15.1. कर्मचारी राज्य बीमा अधिनियम, 1948 की धारा 28(iv) के उपबन्धों के अनुसार कर्मचारी राज्य बीमा निधि का जितने कार्यों के लिये इस्तेमाल किया जायेगा, उनमें से एक "बीमाकृत व्यक्तियों के हितलाभ के लिये तथा जहाँ चिकित्सा हितलाभ का विस्तार उनके परिवारों पर किया गया है, वहाँ उनके परिवारों के लिये भी अस्पताल, औषधालय तथा अन्य संस्थानों की स्थापना व अनुदान और अन्य संबंधित सेवाओं को व्यवस्था करना" है। निगम ने अपनी 2 फरवरी, 1974 को हुई बैठक में निर्णय किया कि "नियोजकों" तथा "कर्मचारियों" के अंशदान से प्राप्त कुल राजस्व का 10 प्रतिशत क्रमशः 8:2 के अनुपात में अस्पतालों, औषधालयों तथा अन्य चिकित्सा संस्थानों तथा कार्यालय भवनों और स्टाफ क्वार्टरों के निर्माण के लिये पूँजीगत निर्माण आरक्षित निधि में जमा कर दिया जाये।

1981-82 के परिशोधित प्राक्कलनों में अंशदाताओं से आय की 5% की दर पर 9,44.00 लाख रुपये की व्यवस्था की गई है क्योंकि निम्न-लिखित कारणों से पर्याप्त निधियाँ उपलब्ध नहीं हैं:—

- (1) "व्याज तथा लाभांश" से आय में कमी "पुनः निवेश योजना" से निवेश के कारण हुई है जिसके अंतर्गत 1982-83 से आगे परिपक्वता पर शीर्ष सुलभ होगा।
- (2) तकद हितलाभों पर वर्ष 1981-82 के बजट प्राक्कलनों से 13,14.82 लाख रुपये बढ़ गया है।
- (3) चिकित्सा हितलाभों पर व्यय 1981-82 के बजट प्राक्कलनों से 1,23.80 लाख रुपये बढ़ गया है।

9,44.00 लाख रुपये की कमी 1982-83 के बजट प्राक्कलनों में पूरी कर ली गई है।

आपात आरक्षित निधि

15.2. निगम की दिनांक 17 मार्च, 1973 की हुई बैठक में लिये गये निर्णय के अनुसार व्यय से अधिक आय का 20 प्रतिशत आपात आरक्षित निधि में जमा किया जाता है। बसुल कि म्यूनलम राशि एक करोड़ रुपये हो। यह राशि एक करोड़ रुपये से कम होने पर संपूर्ण राशि इस निधि में जमा की जाती है। तदनुसार 1981-82 के परिशोधित प्राक्कलनों में 95.18 लाख रुपये की घट-व्यवस्था की गई है। पूँजीगत लेखे पर व्यय

16.1. 1981-82 के बजट प्राक्कलनों को तैयार करते समय निर्माण कार्यों पर 8,50.00 लाख रुपये के व्यय का अनुमान था (कार्यालय भवनों तथा स्टाफ क्वार्टरों के निर्माण के लिये 1,07.92 लाख रुपये तथा अस्पतालों, औषधालयों तथा उनमें स्टाफ क्वार्टरों के निर्माण के लिये 7,42.08 लाख रुपये)। शुरू की गई परियोजनाओं की प्रगति को ध्यान में रखते हुए परिशोधित प्राक्कलनों में 10,22.00 लाख रुपये (कार्यालय भवनों तथा स्टाफ क्वार्टरों के निर्माण के लिये 1,64.00 लाख रुपये तथा अस्पताल, औषधालय तथा उनमें स्टाफ क्वार्टरों के निर्माण के लिये 8,58.00 लाख रुपये की व्यवस्था की गई है।

16.2. 1981-82 के परिशोधित प्राक्कलनों में नई स्टाफ कारो की खरीद के लिये 1.73 लाख रुपये की व्यवस्था की गई है जबकि 1981-82 के बजट प्राक्कलनों में 0.60 लाख रुपये की व्यवस्था की गई थी।

व्यय से अधिक आय

17. बजट स्तर पर व्यय से 5,92.88 लाख रुपये की अधिक आय का अनुमान लगाया गया था। लेकिन परिशोधित प्राक्कलनों के

अनुमान रख से अधिक आय नहीं है। कमी का मोटे तौर पर निम्न प्रकार विश्लेषण किया जा सकता है।

(लाख रुपये में)

I. निम्नलिखित पर व्यय में वृद्धि

(क) चिकित्सा हितलाभ	1,24.80
(ख) नकद हितलाभ	13,14.82
(ग) अन्य हितलाभ	5.65
(घ) प्रशासन खर्च	35.31
(ङ) अस्पताल तथा औषधालय (मृत्युह्वान, मरम्मत तथा अनुरक्षण)	16.75
(च) पूंजीगत निर्माण तथा आपात आरक्षित निधि	(—) 9,44.00
(छ) आपात आरक्षित निधि जोड़—1	(—) 53.04 4,99.29
II. राजस्व आय में कमी	93.59
निवल कमी	5,92.88

1982-83 का बजट प्राक्कलन

I—आय

अंशदान

18.1. 1981-82 के परिशोधित प्राक्कलन (ख) 1982-83 के दौरान "शामिल" किये जाने वाले 65.12 लाख कर्मचारियों (भारित श्रमिक) की प्रत्याशित संख्या तथा (ग) प्रशासनों से लगभग 300 रुपये की अनुमानित प्रति व्यक्ति वार्षिक आय को ध्यान में रखते हुए प्रशासनों (नियोजकों तथा कर्मचारियों के श्रेयर) से 1,95,30.00 लाख रुपये की आय का अनुमान लगाया गया है।

18.2. नीचे तालिका में 1976-77 से प्रति व्यक्ति अंशदान से आय को दिखाया गया है:—

1976-77	1977-78	1978-79	1979-80	1980-81
236 रु०	239 रु०	250 रु०	271 रु०	292 रु०
1981-82	1982-83			
अनुमानित आंकड़े	अनुमानित आंकड़े			
296 रु०	300 रु०			

अधिशेष रोकड़ बकायों के निवेश से प्राप्त व्यय

18.3. 1982-83 के बजट प्राक्कलनों में वृद्धि पुनः निवेश योजना के अन्तर्गत अक्टूबर, 1976 के बाद किये गये निवेशों पर संचयी व्याज की वसूली के कारण है। 1 मार्च, 1977 से फरवरी, 1978 तक उपर्युक्त योजना के अधीन किये गये निवेशों पर संचयी व्याज की वसूली 1982-83 में की जायेगी।

निगम के स्वामित्व में आने वाले अस्पताल तथा औषधालय भवनों का किराया

18.4. निगम के स्वामित्व में आने वाले अस्पताल तथा औषधालय भवनों के किराये की बाबत राज्य सरकारों से 6,22.41 लाख रुपये की राशि वसूल होने की संभावना है। 1982-83 के बजट प्राक्कलनों में अधिक धन-व्यवस्था अधिक सक्षम में अस्पताल चालू होने के कारण है।

II—व्यय

19. 1981-82 के परिशोधित प्राक्कलनों में तत्संबंधी व्यवस्था की दुपलना में 1982-83 के बजट प्राक्कलनों में विभिन्न भागों के अन्तर्गत अधिक धन-व्यवस्था मुख्य रूप से निम्नलिखित कारणों से है:—

- (1) ऐसे क्षेत्रों तथा संस्थापनाओं में योजना को पूरे वर्ष चलाना जिनमें कार्यान्वयन 1981-82 वर्ष के दौरान किया गया है।
- (2) योजना का नये क्षेत्रों/संस्थापनाओं में विस्तार।
- (3) कार्यान्वित क्षेत्रों में रोजगार में संभावित वृद्धि, तथा
- (4) बीमाकृत व्यक्तियों के परिवारों को चिकित्सा देख-रेख की दृष्टि में सुधार।

क—चिकित्सा हित लाभ

20.1. 1981-82 के परिशोधित प्राक्कलन वर्ष के दौरान अनुमानित प्रतिशित व्यय तथा बीमाकृत व्यक्तियों के परिवारों की चिकित्सा देख-रेख की दृष्टि में सुधार को ध्यान में रखते हुए चिकित्सा हितलाभों के लिये (पिछली देयताओं के 12,25.26 लाख रुपये की राशि को शामिल कर के) 1982-83 के बजट प्राक्कलनों में 86,77.33 लाख रुपये की कुल धन-व्यवस्था की गई है। 1982-83 के दौरान योजना के अन्तर्गत शामिल किये जाने वाले कर्मचारियों की संख्या का 65.12 लाख (भारित श्रमिक) होने का अनुमान है। इस धन-व्यवस्था में संघ राज्य क्षेत्र, दिल्ली में बीमाकृत व्यक्तियों तथा उनके परिवारों की चिकित्सा देख-रेख की व्यवस्था करने के लिये 1982-83 के दौरान निगम द्वारा सीधे खर्च किये जाने वाले 5,04.15 लाख रुपये तथा बृहत्तर शम्भू में महिला कर्मचारियों तथा बीमाकृत व्यक्तियों की पत्नियों की प्रसूति शुल्क की प्रदायगी की बाबत निगम द्वारा सीधे खर्च किये जाने वाले 10.00 लाख रुपये भी शामिल हैं।

बजट प्राक्कलनों में यथा व्यवस्थित प्रति कर्मचारी प्रति वर्ष चिकित्सा देख-रेख के निगम के श्रेयर की औसत अनुमानित लागत निम्नलिखित है:—

1978-79	1979-80	1980-81	1981-82	1982-83
			परिशोधित	बजट प्राक्कलन
रु०	रु०	रु०	रु०	रु०
92.00	107.32	115.81	126.53	132.28

20.2. 1980-81 तक राज्य सरकारों द्वारा किये गये चिकित्सा खर्च में अपने श्रेयर की प्रतिपूर्ति की बाबत निगम की बकाया देयता 25,39.24 लाख रुपये होने का अनुमान है। इसमें से 1981-82 के दौरान 10,33.16 लाख रुपये के बांधों की प्रदायगी का अनुमान है। 1981-82 तक 15,06.08 लाख रुपये की बकाया राशि में से 1982-83 के दौरान लेखा परीक्षा प्रमाण-पत्र प्राप्त होने पर 12,25.26 लाख रुपये की राशि किये जाने की संभावना है।

ख—नकद हितलाभ

21.1. 1981-82 के परिशोधित प्राक्कलनों तथा नये क्षेत्रों तथा संस्थापनाओं में योजना के विस्तार को ध्यान में रखते हुए 1982-83 के दौरान नकद हितलाभों पर 93,75.81 लाख रुपये व्यय का अनुमान है। योजना के अन्तर्गत शामिल किये जाने के लिये संभावित नये क्षेत्रों में हितलाभ अवधियों शुरू करने के लिये भी समुचित गुंजाइश रखी गई वर्ष के दौरान होने वाली रोजगार मोटों से उत्पन्न हुई/होने के लिये संभावित स्थायी (आंशिक तथा पूर्ण) अग्रगता तथा आश्रितजन हितलाभ की कुल देयताओं के पूंजीकृत मूल्य के लिये भी बीमाकृत प्राक्कलनों के आधार पर व्यवस्था कर ली गई है।

21.2. ऊपर दिए 12 में उल्लिखित अन्य हितलाभों के अन्तर्गत 29.07 लाख रुपये की व्यवस्था की गई है।

21.3. प्रतिव्यक्ति खर्च

बजट प्राक्कलनों में यथा-व्यवस्थित प्रति कर्मचारी प्रति वर्ष नकद हितलाभों का विभिन्न भागों की औसत अनुमानित लागत नीचे दी गई है।

हिसाब	1979-80 वास्तविक प्रांकडे	1980-81 वास्तविक प्रांकडे (रुपये में)	1981-82 परिशीलित प्रांकलन	1982-83 बजट प्रांकलन
1. (बिमारी हिसाब (विस्तारित बीमारी हिसाब सहित)	74.56	89.32	101.95	99.28
2. प्रसूति हिसाब	3.43	3.55	3.47	3.43
3. अस्थायी अग्रगता हिसाब	11.76	14.07	18.78	19.03
4. स्थायी अग्रगता हिसाब (पूँजीगत मूल्य)	11.03	19.01**	15.91	16.81
5. आश्रितजन हिसाब (पूँजीगत मूल्य)	2.99	7.65**	4.94	5.80
6. अस्पष्ट हिसाब	0.17	0.17	0.16	0.17
7. अन्य हिसाब	0.29	0.35	0.44	0.45
8. अशक्तता हिसाब	—	—	—	0.15
जोड़	1,04.23	1,34.12	1,45.65	1,45.12

**प्रति व्यक्ति व्यय स्थायी अग्रगता हिसाब तथा आश्रितजन हिसाब के संबंध में क्रमशः 2,70.42 लाख रुपये तथा 1,59.58 लाख रुपये के एक मुक्त समायोजन की राशि को शामिल करके निकाला गया है।

अशक्तता हिसाब की शुरुआत

22 रोजगार चोट के अलावा अन्य कारणों से अशक्तता की आकस्मिकता को पूरा करने के लिये निगम ने कर्मचारी राज्य बीमा अधिनियम में अशक्तता हिसाब की योजना शुरू करने का अनुमोदन किया है। कर्मचारी राज्य बीमा अधिनियम में संशोधन केन्द्रीय सरकार के विभागधीन है। अतः 1982-83 के बजट प्रांकलनों में आवश्यकता हिसाब के लिये 10.00 लाख रुपये की आकस्मिक व्यवस्था कर ली गई है।

प्रशासन व्यय

23.1. 1982-83 के बजट प्रांकलन में प्रशासन पर व्यय के लिये कुल मिलाकर 16,84.57 लाख रुपये की व्यवस्था की गई है।

1981-82 के परिशीलित प्रांकलनों में कुल वेतन तथा भत्तों के लिये 11,85.66 लाख रुपये की व्यवस्था की गई थी जबकि 1982-83 के बजट प्रांकलन में 12,57.10 लाख रुपये की व्यवस्था की गई है। बजट प्रांकलन में 71.44 लाख रुपये की अतिरिक्त व्यवस्था में (क) 1-12-80, 1-2-81, 1-4-81 तथा 1-6-1981 से मंजूर किये गये अतिरिक्त महंगाई भत्तों का पूर्ण व्यय-भार (ख) सामान्य वेतन वृद्धि तथा इसके परिणामस्वरूप भत्तों में वृद्धि (ग) व्याप्ति में वृद्धि तथा काफी नये स्थानीय कार्यालयों के खोलने के कारण 1982-83 के दौरान सृजन किये जाने वाले अतिरिक्त पद (ग्रुप "ख"-2, ग्रुप "ग"-60 तथा ग्रुप "घ"-23) (घ) 1981-82 में स्वीकृत अतिरिक्त पदों का 1982-83 वर्ष के दौरान पूर्ण व्यय-भार शामिल है।

1982-83 के बजट प्रांकलनों में 23 दिन की मजबूरी की सदर्थ प्रदायगी के लिये 50.00 लाख रुपये की व्यवस्था भी की गई है। आकस्मिक व्यय ("क—अधीक्षण" तथा 'ख—फील्ड कार्य'—दोनों के अन्तर्गत) तथा "ग—अन्य प्रसार"

23.2. विभिन्न उप-शीर्षों के अन्तर्गत की गई धन-व्यवस्था स्वतः स्पष्ट है। यह मुख्य रूप से 1981-82 वर्ष के पहले सात भाग के वास्तविक प्रांकड़ों तथा योजना के अन्तर्गत के लिये अनुमानित आवश्यकताओं के आधार पर की गई है। किराया के उपायों से संबंधित अनुदेशों का समुचित ध्यान रखा गया है।

"प्रति कर्मचारी" प्रति वर्ष प्रशासन पर व्यय

23.3. 1981-82 के परिशीलित प्रांकलनों तथा 1982-83 के बजट प्रांकलनों के आधार पर "योजना के अन्तर्गत" शामिल किये गये प्रति कर्मचारी प्रति वर्ष प्रशासन व्यय क्रमशः 24.68 रुपये तथा 25.68 रुपये होंगे।

"योजना के अन्तर्गत व्यय" प्रति कर्मचारी प्रति वर्ष प्रशासन की लागत के तुलनात्मक प्रांकड़ों विभिन्न उप-शीर्षों के अन्तर्गत नीचे दिये गये हैं —

उप शीर्ष	वास्तविक प्रांकडे 1978-79	वास्तविक प्रांकडे 1979-80	वास्तविक प्रांकडे 1980-81	परिशीलित प्रांकलन 1981-82	बजट प्रांकलन 1982-83
वेतन तथा भत्ते	13.55	14.54	17.11	18.59	19.30
आकस्मिक खर्च	2.50	2.72	3.36	3.47	3.89
अन्य विविध खर्च	1.46*	2.01	2.43	2.62	2.67
जोड़	17.51	19.27	22.90	24.68	25.86

*यदि पहले वर्षों में पेशन प्रारंभित निधि में अधिक धन-व्यवस्था के समायोजन के कारण इस शीर्ष में 33.67 लाख रुपये जमा न किये गये होते तो प्रति व्यक्ति व्यय 2.06 रुपये होता।

23.4 अंशदान से होने वाली आय तथा अदा किये गये हितलाभों आदि की तुलना में प्रशासनिक लागत की प्रतिशतता नीचे दिखाई गई है —

वित्तनात्मक अनुपात	वित्तविक्रय आंकड़े	वित्तविक्रय आंकड़े	वित्तविक्रय आंकड़े	परिणोधिगत प्राप्तिफल	बजट प्राप्तिफल
	1978-79 प्रतिशत (क)	1979-80 प्रतिशत	1980-81 प्रतिशत	1981-82 प्रतिशत	1982-83 प्रतिशत
अंशदान	6.78	7.12	7.85	8.34	8.62
कुल राजस्व	6.31	6.70	7.30	7.81	7.22(ग)
हितलाभ	9.40	8.93	9.25	9.14	9.32
कुल राजस्व व्यय	7.26	7.15	7.50	7.81(ख)	7.29(घ)
हितलाभ तथा अंशदान	3.94	3.96	4.25	4.36	4.48

(क) उल्लिखित व्यय में कमी करके 33.67 लाख रुपये के समायोजन में व्यय-भार की प्रतिशतता में मामूली गिरावट आ गई है।

(ख) बुद्धि पूंजीगत निर्माण आरक्षित निधि के संबंध 9,44.00 लाख रुपये (अंशदानों से आय की 5% की दर पर) की कम व्यवस्था के कारण है। 10% की सामान्य दर पर व्यवस्था किये जाने की स्थिति में व्यय-भार की प्रतिशतता 7.53% निकलती है।

(ग) 1982-83 के दौरान परिसरिता पर "पुनः निवेशयोग्यता" के अन्तर्गत निवेशों पर सखी व्याज की बमूली से व्यय-भार की प्रतिशतता में कमी आई है।

(घ) व्यय-भार में कमी निम्नलिखित के कारण हुई है —

(1) 1981-82 के दौरान पूंजीगत निर्माण आरक्षित निधि के संबंध में 9,44.00 लाख रुपये की कम व्यवस्था, जिसे 1982-83 में पूरा किया गया है।

(2) बीमारी हितलाभ की अदायगी की उच्च घटना दर।

अस्पताल/श्रीगणेश

24. हम श्रीगणेश के अन्तर्गत धन-व्यवस्था में निम्नलिखित शामिल है —

- (1) अस्पताल तथा श्रीगणेश भवनों का मरम्मत (66.03 लाख रुपये)।
- (2) इन भवनों की मरम्मत तथा अनुकरण (2,64.11 लाख रुपये)।

धन व्यवस्था भवनों की पूंजीगत लागत की निर्धारित प्रतिशतताओं के अनुसार की गई है।

पूंजीगत निर्माण तथा प्राप्त आरक्षित निधियों में अंशदान

25. पूंजीगत निर्माण आरक्षित निधि तथा प्राप्त आरक्षित निधि में अंशदान के निम्न क्रमशः 28,97.00 लाख रुपये। 1981-82 के लिये 9,44.00 लाख रुपये तथा 1982-83 के लिये 19,53.00 लाख रुपये तथा 1,00.00 लाख रुपये की धन-व्यवस्था की गई।

पूंजीगत लेखों पर व्यय

26.1. यह अनुमान लगाया गया है कि 1982-83 के दौरान निर्माण कार्यों तथा अस्पतालों के लिये उत्स्कर की खरीद पर 12,30.00 लाख रुपये खर्च होंगे जिसका शीरा नीचे दिया जा रहा है :—

(लाख रुपये में)

1. कार्यालय भवन तथा स्टाफ क्वार्टर	
बालू निर्माण कार्य	29.64
नये निर्माण कार्य	1,98.36
2. अस्पताल, श्रीगणेश तथा स्टाफ क्वार्टर और स्वास्थ्य लाभ गृह	
बालू निर्माण कार्य	3,00.93
नये निर्माण कार्य	7,11.07
जोड़ 1 तथा 2	12,30.00

1318 GI/82—9

26.2. 1982-83 के बजट प्राप्तिफल में सामान्य राजस्व से दो मई स्टाफ कारों तथा एक तीन पहिए वाले स्कूटर की खरीद के लिये 1.78 लाख रुपये की व्यवस्था की गई है।

व्यय से अधिक आय

27. 1982-83 के बजट प्राप्तिफल में 2,51.34 लाख रुपये आय से अधिक आय का अनुमान लगाया गया है।

अल्प रोकड़ शेष

28.31 मार्च, 1982 तथा 31 मार्च, 1983 को बैंकों में तथा राकड़ शेष का अन्तर्गत क्रमशः 6,90.00 लाख रुपये तथा 7,10.00 लाख रुपये का अनुमान है।

साम के पहले तीन सप्ताहों के दौरान 1 अप्रैल को बेतन का वितरण करने, प्रशासनिक खर्चें पूरा करने तथा बीमाकृत व्यक्तियों की तकद हितलाभों की अदायगी करने के लिये क्षेत्रीय कार्यालयों, स्थानीय कार्यालयों तथा अन्य कार्यालयों द्वारा लगभग 5,00.00 लाख रुपये की राशि अपेक्षित है। लगभग 1,50.00 लाख रुपये की अन्य राशि क्षेत्रीय कार्यालयों के लेखा संख्या 1 (संग्रह लेखा) में जमा पड़ी है। यह 30 तथा 31 मार्च को प्राप्त अंशदानों की सूचक है और दिल्ली में निगम के मुख्य लेखों में 31 मार्च के बाद अन्तर्गत की जाती है।

माघन स्थिति

29.1 पर्याप्त राकड़ का देखते हुए निगम की अर्थोपाय स्थिति पूरे वर्ष संतोषजनक रहेगी। सामान्य रोकड़ शेष में से पिछले वर्षों के दौरान किये गये निवेशों में से 1,4,14.87 लाख रुपये की राशि 1981-82 वर्ष में परिपक्व हो जायेगी और 31,46.18 लाख रुपये की राशि 1982-83 वर्ष में परिपक्व हो जायेगी।

29.2. अधिशेष रोकड़ ऋणों के दीर्घकालीन निवेश के संबंध में नीचे दी गई स्थिति की संभावना है—

	1981-82	1982-83
	(लाख रुपयों में)	
आदि रोकड़ शेष	9 37 57	6,90 00
व्यय में अधिक आय		
(1) राजस्व लेखा	शून्य	2,51 34
(2) अन्य शीर्ष		
ऋण, जमा पेशगिया आदि	+ 15.55	(—) 25.77
जोड़	9,53.12	9,15.57
घटाएं—जैहों में तथा रोकड़ शेष	(—) 6 90 00	(—) 7,10.00
(अन्त शेष)		
सामान्य रोकड़ शेष का निवेश	2,63.12**	2,05.57**

योग्य अधिशेष

**इस आकड़ों में निर्धारित आरक्षित निधिगत तथा आपात आरक्षित निधि में किये गये निवेश शामिल नहीं हैं।

30.1. परिशिष्ट—2 में दिया गया विवरण विस्तारित का सूचक है—

(क) अंशदान से प्राप्त प्रति व्यक्ति आय।

(ख) राजस्व लेखे में (पूँजीगत निर्माण तथा आपात आरक्षित निधियों में घनरित राशियों को छोड़कर (प्रति व्यक्ति व्यय) तथा

(ग) 1970-71 से अंशदान आय में गंजाइय।

30.2. परिशिष्ट III (क) तथा III (ख) में दिये गये विवरण मौजूदा वसतवज्जता के आधार पर 1980-81, 1981-82 1982-83 तथा 1983-84 के दौरान प्रति व्यक्ति राजस्व आय तथा राज्य व्यय में संभावित वृद्धि के सूचक हैं।

यह उल्लेखनीय है कि 1981-82 वर्ष के दौरान व्यय तथा लाभोण से आय में कमी के कारण निगम की बजट स्थिति पर कुछ दबाव रहा है। पूँजीगत निर्माण आरक्षित निधि में कम धन व्यवस्था करके स्थिति पर काय पाया गया है। 1982-83 के दौरान पुनः निवेश योजना के अन्तर्गत निवेशों पर संवरी व्यय की वगूली में स्थिति में सुधार होगा तथा 1982-83 के बजट प्राक्कलन में उपर्युक्त कमी को पूरा किया गया है। 1982-83 में आगे निगम की बजट स्थिति संतोषजनक रहने की संभावना है।

गणपत व्यागराजन, वित्तीय सलाहकार

एवं मुख्य लेखा अधिकारी

कर्मचारी राज्य बीमा निगम

वित्तीय प्राक्कलन

कर्मचारी राज्य बीमा निगम

1981-82 वर्ष के परिशीलन — प्राक्कलन तथा

1982-83 वर्ष के बजट — प्राक्कलन

विवरण—“क” प्राप्ति

लेखा शीर्ष	वास्तविक आकड़े 1980-81	बजट 1981-82 (लाख रुपयों में)	परिशोधित 1981-82	बजट 1982-83
राजस्व के प्रधान शीर्ष				
(1) अंशदान				
नियोजकों तथा कर्मचारियों का योग	1,79,76.57	1,88,80.00	1,88,80.00	1,95,30.00
(2) चिकित्सा हितवाध पर निगम द्वारा प्रारम्भ में किए गए व्यय में राज्य सरकारों/संघ राज्य क्षेत्रों का योग	29.53	49.44	95.19(क)	52.32
राजस्व के अन्य शीर्ष				
(3) व्याज तथा लाभांश (ग)	4,62.48	5,20.13	3,05.95 (ख)	27.82.13(ख)
(4) मूआवजा	2,97.67	2,87.56	2,78.39(ग)	3,13.15(ग)
(5) किराया, दर तथा कर				
(1) निगम के कार्यालय (स्टाफ क्वार्टरों सहित)	8.31*	8.00	7.05	7.60
(2) अस्पताल, औषधालय (स्टाफ क्वार्टरों सहित)	4,77.84	4,38.00	5,44.04	6,22.41
(6) शुल्क, जमाना तथा जर्जिया	45.02	36.48	27.96	28.89
(7) विविध	24.11	21.36	9.30(घ)	8.76(घ)
जोड़—राजस्व	1,93,21.53	2,02,11.47	2,01,47.88	2,33,15.26
इसमें निदेशालय (चिकित्सालय) दिल्ली में संबंधित प्राप्ति शामिल है।				
ऋण, आरक्षित निधियाँ, जमा पेशगियाँ, तथा प्रेषण				
माधारण ऋण				
राज्य सरकारों द्वारा ऋण की वापसी	28.22	23.65	25.32	19.83
जोड़—माधारण ऋण	28.22	23.65	25.32	19.83

(क) इसमें पिछले वर्षों से संबंधित 35.22 लाख रुपयों के ऋणों की वसूली शामिल है।

(ख) व्यावसायिक ज्ञापन का पैरा 9.6 देखें।

(ग) व्यावसायिक ज्ञापन का पैरा 9.7 देखें।

(घ) इसमें अनुविधि पठवान पत्रों की लागत में होने वाली आय अधिक आदायियों की वसूलियों, लेखा परीक्षा में अन्वीकृत राशि, छुट्टी वेतन और पेंशन अंशदान तथा केन्द्रीय सरकारी स्वास्थ्य योजना की वसूलियाँ, पिछले वर्षों में किये गये सेवा व्यय की वसूलियाँ, मुकदमों की लागत की वसूलियाँ, आदि शामिल हैं जिनका सही-सही अनुमान नहीं लगाया जा सकता क्योंकि ये घटती-बढ़ती रहती हैं।

*इसमें निदेशालय (चिकित्सा) दिल्ली में संबंधित प्राप्ति शामिल है।

लेखा शीर्षक	वार्षिक आकड़े 1980-81	बजट 1981-82 (लाख रुपये में)	परिशीलित 1981-82	बजट 1982-83
अतिरिक्त ऋण				
कर्मचारी राज्य बीमा निगम सामान्य भविष्य निधि				
(1) कर्मचारियों को अग्रदान	2,28.14(रु)	1,70.00	1,71.40	1,80.00
(2) कर्मचारियों के अग्रदान पर व्याज	47.21	41.50	52.25	57.50
कर्मचारी निगम अग्रदानी भविष्य निधि				
(1) कर्मचारियों को अग्रदान	(-)-55.90(रु)	1.70	1.41	1.45
(2) निगम का अग्रदान	(-)-1.41(रु)	0.35	0.10	0.45
(3) निम्नलिखित पर व्याज				
(क) कर्मचारियों का अग्रदान	0.65	2.15	0.75	0.86
(ख) निगम का अग्रदान	0.46	0.40	0.55	0.60
कर्मचारी निगम युव बीमा निधि				
(1) वर्ष के दौरान वार्षिक धन व्यवस्था	5.66	6.00	5.75	6.00
(2) निवेशों पर प्राप्त व्याज	0.11	0.12	0.15	1.22
(3) जीवन बीमा निगम से प्राप्त बोनस राशि	0.65	0.50	0.80	1.00
जड़--अतिरिक्त ऋण	2,25.57	2,22.72	2,33.46	2,49.08
आरक्षित निधियाँ				
निगम के कार्यालय भवना (स्टाफ क्वार्टरों सहित) का मूल्यह्रास आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक मूल्यह्रास प्रभार	4.08	6.20	5.32	6.53
(2) निवेशों पर प्राप्त व्याज	1.04	1.16	0.88(ब)	7.23(रु)
अस्पताल तथा औषधालय भवना (स्टाफ क्वार्टरों सहित) का मूल्यह्रास आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक मूल्यह्रास प्रभार	46.42	59.84	61.73	66.03
(2) निवेशों पर प्राप्त व्याज	11.91	13.31	10.01(ब)	82.51(रु)
स्टाफ कारा का मूल्यह्रास आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक मूल्यह्रास प्रभार	--(क)	--(क)	0.56(ब)	0.58
(2) निवेशों पर प्राप्त व्याज	0.16	0.18	0.12(ब)	1.01(रु)
घटाए--वर्ष में वार्षिक अग्रदानी				
	--	(-)-0.60	--	--
निगम के कार्यालय भवना (स्टाफ क्वार्टरों सहित) का मरम्मत व अनुरक्षण आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक मरम्मत व अनुरक्षण प्रभार	16.32	24.36	21.28	26.10
(2) निवेशों पर प्राप्त व्याज	0.67	0.75	0.67(ब)	5.55(रु)
(3) निर्माण एजेंसियों द्वारा विद्युत धर्मों की अग्रिम राशिओं में से वापस की गई राशि	2.52	--	--	--
घटाए--वर्ष के दौरान निर्माण एजेंसियों का वापस की गई अग्रिम राशि	(-)-10.54	(-)-14.00	(-)-11.00	(-)-12.00

(क) इसमें पेशन योजना कार्यक्रम देन वाली कर्मचारियों के सबंध में अग्रदानी भविष्य निधि से सामान्य भविष्य निधि में अंतरित राशि शामिल है।

(ब) कर्म 'पुनर्निवेश योजना' में निवेशों के कारण है जिसके अंतर्गत वेध व्याज परिसंपत्ति पर ही अना किया जायेगा।

(रु) वृद्धि 'पुनर्निवेश योजना' के अंतर्गत निवेशों पर सांचित व्याज की वसूली के कारण है।

(क) निधि में स्टॉक कार का एक मूल्य में आधारित राशि है। ज्ञान में अवधि में लेखा परीक्षा आपत्ति के निपटान होने तक कोई धन व्यवस्था नहीं की गई है।

(ग) हमें 1980-81 वर्ष के लिए धन व्यवस्था के संबंध में 0.23 लाख रुपये शामिल है।

लेखा शीर्ष	वास्तविक आंकड़े 1980-81	बजट 1981-82	परिशोधित 1981-82	बजट 1982-83
		(लाख रुपये में)		
अस्पताल तथा औषधालय भवन (स्टाफ क्वार्टरों सहित) का सम्भार व अनुरक्षण				
आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक अनुरक्षण व सम्भार प्रभाग	1,85 66	2,32 06	2,46 92	2,64 11
(2) निवेशों पर प्राप्त व्याज	14 53	16 23	12 62 (घ)	1,01 03 (छ)
(3) निर्माण एजेंसियों द्वारा पछले वर्षों का अग्रिम राशियों में से वापिस का गई राशियाँ	(-) 23 67	-	-	-
घटाएँ वर्ष के दौरान निर्माण एजेंसियों का दी गई अग्रिम राशि	(--) 83 79	(-) 1,20 00	(--) 1,01 00	(--) 1,10 00
स्वाधीन (आयिक तथा पूर्ण) अर्पणता हितलाभ आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक राशि	11,70 87 (अ)	8,86 30	10,14 84	10,94 53
(2) निवेशों पर प्राप्त व्याज	51 75	57 82	48 10 (घ)	3,96 48 (छ)
घटाएँ--वर्ष में वास्तविक अदायगियाँ	(--) 7,28 96	(--) 7,18 29	(-) 8,51 64	(--) 8,83 72
आश्रितजन हितलाभ आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक राशि	4,70 94 (ड)	3,33 26	3,14 82	3,77 84
(2) निवेशों पर उपचित और या/वसूल किया गया व्याज	29 64	33 12	29 03 (घ)	2,39 31 (छ)
घटाएँ--वर्ष में वास्तविक अदायगियाँ	(-) 1,40 82	(--) 1,51 86	(--) 1,75 83	(--) 1,82 17
निगम के कर्मचारियों के लिए पेंशन आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक अंशदान	79 65	95 87	81 73	85 33
(2) निवेशों पर प्राप्त व्याज	24 23	27 08	19 44 (घ)	1,60 24 (छ)
घटाएँ--वर्ष में वास्तविक अदायगियाँ	(--) 32 96	(--) 48 00	(--) 33 95	(--) 34 97
निगम के कर्मचारियों के लिये अनुवृद्धा आरक्षित निधि लेखा				
(1) निधि में अंतरित वार्षिक अंशदान	0 35	0 35	0 50	0 50
(2) निवेशों पर प्राप्त व्याज	0 01	0 01	0 01	0 04 (छ)
घटाएँ--वर्ष में वास्तविक अदायगियाँ	(--) 0 37	(--) 0 35	(--) 0 50	(--) 0 50
भविष्य निधि अमा से जुड़ी बीमा निधि				
(1) निधि में अंतरित वार्षिक राशि	0 90	0 90	1 00	1 20
(2) निवेशों पर प्राप्त व्याज	0 01	0 05	0 04	0 31 (छ)
घटाएँ--वर्ष के दौरान अदायगियाँ	(--) 0 67	(--) 0 90	(--) 0 80	(--) 0 90
पूँजीगत निर्माण आरक्षित निधि				
(1) निधि में अंतरित राशि	17,92 83	18,88 00	9,44 00 (ड)	28,97 00 (इ)
(2) निवेशों पर प्राप्त व्याज	1,21 94	1,36 25	1,08 56 (घ)	8,94 98 (छ)
(3) निर्माण एजेंसियों द्वारा वापिस की गई राशियाँ	2,12 16	5 00	-	-
घटाएँ--वर्ष में निर्माण एजेंसियों का दी गई अग्रिम राशि				
(क) निगम के कार्यालयों के लिए भवन	(--) 58 00 (इ)	(--) 1,08 19	(--) 1,64 00	(--) 2,18 00
(ख) अस्पताल तथा औषधालय भवन	(--) 11,62 71 (इ)	(-) 7,41 81	(-) 8,58 00	(--) 10,12 00
आपात आरक्षित निधि				
(1) निधि में अंतरित राशि	1,28 83	1,48 22	95 18	1,00 00

(घ) कमी "पुन निवेश योजना" में निवेश के कारण है जिसके अन्तर्गत वेय ध्याज परिपक्वता पर ही जमा किया जाएगा।

(छ) "वृद्धि पुन निवेश योजना" के अन्तर्गत निवेशों पर संचित व्याज की धमनी व कारण है।

(ज) इसमें 31-3-1978 को या इससे पहले हुई अर्पणता की स्थिति में स्थायी अर्पणता हितलाभ क मौजूबा मामला की राशि में 1-4-1980 से स्वीकृत वृद्धि के कारण एक मुश्त समायोजन के 2,70 42 लाख रुपये शामिल है।

(ड) इसमें 31-3-1978 को या इससे पहले हुई मृत्यु की स्थिति में आश्रितजन हितलाभ क मौजूबा मामला की राशि में 1-4-1980 से स्वीकृत वृद्धि के कारण एक मुश्त समायोजन के 1,59 58 लाख रुपये शामिल है।

(इ) कमी 9,44 00 लाख रु० (अशदान आय का 5% की कम वत व्यवस्था के कारण है।

(इ) वृद्धि अशदान आय की 10% की दर पर पूर्ण धन-व्यवस्था के कारण है। 1981-82 में 9,44 00 लाख रु० की कम धन-व्यवस्था की पुरो कर ली गई है।

(इ) निधियों में से दी गई पंजीयता से सुनिश्चित परिभरितिया का सूत्र है। जब क दौरान नवीयन भवन और अस्पताल/औषधालय के निर्माण आदि के लिए दी गई पेशगियों क्रमश 73 29 लाख रु० और 9,67 34 लाख रुपये थी।

लेखा शीर्ष	वास्तविक आंकड़े 1980-81	बजट 1981-82	परिमार्धित 1981-82 (लाख रुपये में)	बजट 1982-83
कुल--भारत निधियां	21,24.96	20,72.32	8,20.64	43,57.18
जमा				
(1) जनानत जमा	6.48	5.50	7.50	7.50
(2) अन्य जमा (ण)	36.32	38.00	40.00	40.00
कुल जमा	42.80	43.50	47.50	47.50
पेशगिया				
(क) स्वयंसेवक पेशगिया	---	---	---	---
(ख) निगम के कर्मचारियों को पेशगिया				
(1) स्थानांतरण पर खर्च पेशगी	1.44	1.66	1.65	1.70
(2) स्थानांतरण पर यात्रा भत्ता पेशगी	1.65	1.60	2.50	3.00
(3) मोटरवाहन के खर्च के लिए पेशगी	5.47	6.87	6.50	7.00
(4) अन्य वाहन के खर्च के लिए पेशगी	3.08	3.20	3.40	3.50
(5) गृह निर्माण पेशगी	16.26	17.00	19.00	22.00
(6) विविध पेशगिया (त्यौट्टार पेशगी, बाढ़ पेशगी तथा पंखा पेशगी)	23.63	26.50	22.00	22.00
(ग) अन्य पेशगिया				
(1) राज्य सरकारों की ओर से अधिम अदायगी	0.02	0.02	0.02	0.02
(2) विविध (त)	31.83	25.00	30.00	32.80
कुल-पेशगिया	83.38	81.85	85.07	92.02
प्रेषण:				
(1) नकद प्रेषण (निवल) (क)	---	---	25.00	---
(2) अन्य प्रेषण (निवल) (ख)	1,06.13	1.00	16.06	1.00
कुल-प्रेषण	1,06.13	1.00	41.06	1.00
जोड़--कुल, भारत निधियों, जमा पेशगिया तथा प्रेषण	26,11.06	24,45.04	12,53.05	47,65.71
कुल प्राप्तिया	2,19,32.59	2,26,86.51	2,14,00.93	2,81,10.97
आधि शेष	7,54.66	6,36.09	9,37.57	6,90.00
कुल जोड़	2,26,87.25	2,33,22.60	2,23,38.50	2,88,00.97

(ग) इस शीर्ष में (1) अन्य पाटियों को देय बिलों, नोटों (2) क० रा० बी० निगम अधिष्ठा निधि में अदायगी जमा तथा (3) अदायी आधि (उत्तरे खाता) शामिल हैं।

(त) इस शीर्ष में (1) लेखन सामग्री नियंत्रक, कलकत्ता की पेशगिया, (2) राज्य सरकारों के मुख्यालय तथा लेखन सामग्री विभागों को पेशगिया, (3) निगम के क्षेत्रीय कार्यालयों तथा अन्य कार्यालयों को पेशगिया, (4) नगर पालिकाओं, स्थानीय निकायों आदि को पेशगिया, (5) कानूनी खर्चों के लिए पेशगिया, (6) निगम की विभागीय कौन्सिलों को पेशगिया, तथा (7) अन्यत्र वर्गीकृत की गई अन्य पेशगियों की वसूली/समायोजन शामिल हैं।

(ध) 'नकद प्रेषण' शब्दों को अर्थ एक लेखा परिमंडल से दूसरे लेखा परिमंडल को तथा दूसरे लेखा परिमंडल से पहले लेखा परिमंडल को निधियों (नकद) का अन्तर्गण है। निगम का राजस्व वार्षिक स्टेट बैंक तथा इसके सहकारी बैंकों के माध्यम से एकत्र किया जाता है। प्राप्त अंशदान संबंधित क्षेत्रीय कार्यालय के लेखा संख्या-1 (वसूली लेखा) में अंतरित किये जाते हैं तथा अंतिम रूप में लेखा संख्या-1 (केन्द्र) मुख्यालय में अंतरित कर दिये जाते हैं। प्रशासनिक व्यय तथा भीमांकृत व्यक्तियों की हितलाभों की अदायगियों के लिए निधियों केन्द्रीय लेखा संख्या-1 (मुख्यालय) से अंतरित करके क्षेत्रीय कार्यालयों/स्थानीय कार्यालयों को दी जाती हैं। निधियों के एक कार्यालय से दूसरे कार्यालय में अंतरण के ऐसे सभी लेनदेन "नकद प्रेषण" कहे जाते हैं।

(व) 'अन्य प्रेषण' शब्दों का अर्थ निगम के एक कार्यालय से दूसरे कार्यालय के बीच पुस्तक समायोजन है। निगम के एक कार्यालय में शुरू होने वाले ऐसे लेनदेन जिनका निगम के दूसरे कार्यालय में समायोजन किया जाता है, विविध लेखों के माध्यम से अंतरित किए जाते हैं।

ए० एन० त्यागराजन, वित्तीय सलाहकार
एवं मुख्य लेखा अधिकारी कर्मचारी, राज्य बीमा निगम

(कामन सील)

कर्मचारी राज्य बीमा निगम

नयी दिल्ली, दिनांक 17 फरवरी 1982

विवरण - ख-—व्यय

लेखा शीर्ष	वर्षावधि 1980-81	बजट 1981-82	परिगणित 1981-82	बजट 1982-83
	(लाख रुपये में)			
राजस्व लेखों में व्यय				
1. बीमाकृत व्यक्तियों तथा परिवारों को हितलाभ				
क-चिकित्सा हितलाभ				
(1) चिकित्सा देखरेख, उपचार तथा प्रसूति सुविधाओं की व्यवस्था पर खर्च में निगम के शेयर के रूप में राज्य सरकारों आदि को अदायगीया	67,98.47 (10,15.05	75,08.64 (10,44.86	76,44.28 (10,33.16	81,63.18 (12,25.26
	लाख रुपये की बकाया अदायगीया शामिल है)	लाख रुपये की बकाया अदायगीया शामिल है)	लाख रुपये की बकाया अदायगीया शामिल है)	लाख रुपये की बकाया अदायगीया शामिल है)
(2) चिकित्सा उपचार व देखरेख तथा प्रसूति सुविधाएं (निगम द्वारा सीधे किया गया व्यय)	3,80.04 (4.99	4,90.24 (10.00	4,28.40 (10.00	5,14.15 (10.00
	लाख रुपये महा- राष्ट्र क्षेत्र के विदर्भ क्षेत्र में प्रसव शुल्क की अदायगी के संबंध में शामिल है)	लाख रुपये महा- राष्ट्र क्षेत्र के विदर्भ क्षेत्र में प्रसव शुल्क की अदायगी के संबंध में शामिल है)	लाख रुपये महा- राष्ट्र क्षेत्र के विदर्भ क्षेत्र में प्रसव शुल्क की अदायगी के संबंध में शामिल है)	लाख रुपये महाराष्ट्र क्षेत्र के विदर्भ क्षेत्र में प्रसव शुल्क की अदायगी के सम्बन्ध में शामिल है)
जोड़-क-चिकित्सा हितलाभ	71,78.51	79,98.88	81,22.68 (क)	86,77.33 (ख)
ख-नकद हितलाभ				
(1) बीमारी हितलाभ	49,30.75	48,77.20	58,80.70 (ग)	59,60.58
(2) विस्मरित बीमारी हितलाभ	3,81.03	3,83.15	4,41.58	4,61.16
(3) प्रसूति हितलाभ	2,11.06	2,25.10	2,16.37	2,21.68
(4) अपंगता हितलाभ				
(क) अस्थायी अपंगता	8,66.57	10,34.20	11,97.77	12,39.15
(ख) स्थायी अपंगता (घ)	11,70.87	8,86.30	10,14.84	10,94.53
(5) आश्रितजन हितलाभ (घ)	4,70.95	3,33.26	3,14.82	3,77.84
(6) अल्पेष्टि हितलाभ	10.22	11.25	10.20	10.87
(7) धनकृता हितलाभ	-	10.00	-	10.00
कुल-ख-नकद हितलाभ	80,41.45	77,60.16	90,75.28 (ङ)	93,75.81
ग-अन्य हितलाभ				
(क) चिकित्सा बोर्ड व अर्पील अधिकरण	4.88	5.32	7.55	7.77
(ख) सवारी खर्च तथा/या मजदूरी का हानि के लिये बीमाकृत व्यक्तियों का अदायगीया	4.53	4.67	5.51	5.84
(ग) विविध	12.27	12.15	14.70	15.46
कुल-ग-अन्य हितलाभ	21.68	22.14	27.79	29.07
शीर्ष-1-हितलाभों का जोड़	1,52,41.64	1,57,81.48	1,72,25.75	1,80,82.21
(क) व्याख्यात्मक जापन का पैग्राफ 11.1 देखिए।				
(ख) व्याख्यात्मक जापन का पैग्राफ 20.1 देखिए।				
(ग) व्याख्यात्मक जापन का पैग्राफ 11.2 देखिए।				
(घ) घन व्यवस्था बीमायन आधार पर की जाती है।				
(ङ) व्याख्यात्मक जापन का पैग्राफ 11.2 देखिए।				

लेखा-शीर्ष	वास्तविक 1980-81	बजट 1981-82	परिष्ठापित 1981-82	बजट 1982-83
				(लाख रुपयों में)
2 प्रशासन				
क--अधीक्षण नियम स्थायी समिति, क्षेत्रीय बोर्ड आदि-यात्रा भत्ता	0 99	0 89	2 12(च)	2 50(ख)
प्रधान अधिकारी				
1 प्रधान अधिकारियों का वेतन	1 19	1 35	1 25	1 30
2 भत्ते तथा मानदेय	1 84	2 16	1 70	1 90
जोड़--प्रधान अधिकारी अन्य अधिकारी	3 03	3 51	2 95	3 20
(1) अन्य अधिकारियों का वेतन	40 53	46 84	42 97	44 00
(2) भत्ते तथा मानदेय	34 23	37 77	43 79	46 00
(3) बोनस	0 43	0 60	(बी)	(बी)
जोड़--अन्य अधिकारी लिपिक वर्गीय स्थापना	75 19	85 21	86 76	90 00
(1) स्थापना का वेतन	1 89 73	1 97 21	1 94 21	2 05 00
(2) भत्ते तथा मानदेय	2 21 74	2 43 29	2 59 49	2 71 40
(3) बोनस	9 07	13 00	(बी)	(बी)
जोड़--लिपिक वर्गीय स्थापना	4 20 54	4 53 53	4 53 70	4 76 40
ग्रुप 'घ' कर्मचारी				
(1) ग्रुप 'घ' कर्मचारियों का वेतन	27 48	28 79	27 69	29 00
(2) भत्ते तथा मानदेय	36 67	40 95	41 96	47 00
(3) बोनस	1 44	2 23	(बी)	(बी)
जोड़--ग्रुप 'घ' कर्मचारी	65 59	71 99	69 65	76 00
आकस्मिक व्यय				
(क) डाक, तार व टेलीफोन व्यय	17 86	21 20	21 20	23 30
(ख) लेखन सामग्री व फार्म	74 14	80 00	80 00	90 00
(ग) भ्रमणदान टिकटें	—	0 02	0 02	—
(घ) टाइपराइटिंग, इलेक्ट्रिक आदि की खरीद, मरम्मत तथा अनुरक्षण आदि	3 20	2 50	2 50	3 20
(ङ) एड्रेस उपकरण की खरीद, मरम्मत तथा अनुरक्षण आदि	3 09	3 00	3 00	3 00
(च) किराया, दर तथा कर	28 33	33 00	31 00	31 60
(छ) फर्नीचर	6 91	3 50	5 50	7 00
(ज) अभिलेख के लिए विशेष उपकरण	0 73	1 10	3 00	2 50
(झ) कार्यालय प्रयोग की सामान्य वस्तुओं की खरीद, मरम्मत तथा अनुरक्षण आदि	5 36	3 50	3 50	5 50
(ञ) साहकियों की खरीद, मरम्मत व अनुरक्षण	0 02	0 06	0 06	0 08
(ट) वदियों की खरीद, मरम्मत व अनुरक्षण	3 13	3 10	3 10	4 10
(ठ) पुस्तकें, पत्रिकाएँ तथा अन्य प्रकाशन	0 40	0 45	0 45	0 50
(ड) गर्म व गर्म मौसम के खर्च	0 14	0 30	0 30	0 40
(ह) विविध				
(1) कर्मचारी वर्ग की मख-म्विधा	1 05	14 50	1 00	1 00
(2) विविध	12 33		11 60	13 50
(ण) स्टाफ कारो की मरम्मत व अनुरक्षण	2 24	2 50	2 50	4 32
जोड़--आकस्मिक व्यय	1 58 93	1 68 73	1 68 73	1 93 00
जोड़--क--अधीक्षण	7 24 27	7 83 86	7 84 21	8 41 10
क्षेत्रीय कार्य				
अधिकारी				
(1) अधिकारियों का वेतन	12 91	15 70	17 75	20 00
(2) भत्ते तथा मानदेय	10 53	12 90	17 05	19 00
(3) बोनस	0 29	0 80	(बी)	(बी)
जोड़--अधिकारी	23 76	29 40	34 80	39 00

(ख) इसमें स्थायी समिति/नियम द्वारा स्थापित कर्मचारी राज्य बाधा निगम पुनरीक्षण समिति और विभिन्न उप समितियों के यात्रा भत्ते तथा दैनिक भत्ते पर व्यय शामिल है ।

(बी) "ग--अन्य खर्च" के अंत में एक मुक्त व्यवस्था देखिए ।

लेखा शीर्ष	वित्तीय	बजट	परिमित	बजट
	1980-81	1981-82	1981-82	1982-83
				(लाख रुपये में)
लिपिक वर्गीय स्थापना				
(1) स्थापना का वेतन	1,96.97	2,00.60	2,13.23	2,21.00
(2) भत्ते तथा मानदेय	1,99.22	2,09.85	2,47.47	2,68.00
(3) बोनस	7.13	14.90	(बी)	(बी)
जोड़—लिपिक वर्गीय स्थापना	4,03.32	4,25.35	4,60.70	4,89.00
ग्रुप 'घ' कर्मचारी :				
1. ग्रुप 'घ' कर्मचारी वर्ग का वेतन	28.01	32.90	32.63	34.00
2. भत्ते व मानदेय	33.61	38.75	42.05	47.00
3. बोनस	—	2.45	(बी)	(बी)
जोड़—ग्रुप 'घ' कर्मचारी	61.62	74.10	76.68	81.00
प्राकस्मिक व्यय				
(क) डाक, तार व टेलीफोन खर्च	5.27	5.20	5.20	6.10
(ख) लेखन-सामग्री व फार्म	1.27	1.25	1.25	1.50
(ग) टाइपराइटर, इन्क, केटर की खरीद, मरम्मत तथा अनुरक्षण	0.63	0.55	0.55	0.70
(घ) किराया, दर तथा कर	27.10	31.00	31.00	35.00
(ङ) फर्निचर	2.43	2.50	4.00	3.00
(च) अभिलेख के लिए विशेष उपकरण	0.27	1.00	1.00	1.10
(छ) कार्यालय प्रयोग के लिए सामान्य वस्तुओं की खरीद, मरम्मत व अनुरक्षण	0.79	0.90	0.90	1.00
(ज) साइकिलों की खरीद, मरम्मत व अनुरक्षण	0.02	0.06	0.06	0.08
(झ) घड़ियों की खरीद, मरम्मत व अनुरक्षण	0.77	0.70	0.70	1.00
(ञ) पुस्तकें, पत्रिकाएँ तथा अन्य प्रकाशन	0.01	0.04	0.04	0.05
(ट) गर्म व ठंडे मौसम के खर्चे	0.25	0.40	0.40	0.50
(ठ) विविध				
(1) कर्मचारियों को मुन्ह-मुवित्राएँ				
(2) विविध	9.19	9.00	7.50	10.07
जोड़—प्राकस्मिक व्यय	48.00	52.60	52.60	60.10
जोड़—ख—क्षेत्रीय कार्य	5,36.70	5,81.45	6,22.78	6,69.10
ग—अन्य व्यय				
कानूनी खर्चे	4.75	5.50	9.00	11.02
बीमा न्यायालय	0.78	0.95	1.48	1.78
प्रचार व विज्ञापन	1.19	1.60	1.70	2.27
बैंक लेखे रखने का खर्च	0.32	0.70	0.41	0.43
छुट्टी वेतन तथा पेंशन अंशदान	0.74	1.02	2.07	1.01
लेखा परीक्षा शुल्क	2.42	2.60	2.80	2.90
मरम्मत, अनुरक्षण तथा मूल्यह्रास				
(क) निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) का मूल्य ह्रास	4.08	6.20	5.32	6.53
(ख) स्टाफ कारों का मूल्यह्रास	(छ)	(छ)	0.56(ज)	0.58
(ग) निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मरम्मत व अनुरक्षण	16.32	24.36	21.28	26.10
निवृत्ति हितदायक				
(क) पेंशन आरक्षित निधि में निगम का अंशदान	66.59	80.40	69.00	69.35
(ख) कर्मचारी राज्य बीमा निगम अंशदायी सविप्य निधि में निगम का अंशदान	0.34	0.35	0.40	0.45

(बी) "ग—अन्य खर्चे" के अंत में एक मुस्त व्यवस्था देखिए।

(छ) इस लेखा परीक्षा आपत्ति का निपटारा होने तक कोई व्यवस्था नहीं की गई है क्योंकि निधि में राशि स्टाफकारों के क्रय मूल्य से अधिक हो गई है।

(ज) इसमें 1980-81 के संबंध में 0.28 लाख रुपये शामिल हैं।

लेखा-शीर्ष	वास्तविक 1980-81	बजट 1981-82	परिशोधित 1981-82	बजट 1982-83
	(लाख रुपयों में)			
कर्मचारी राज्य बीमा निगम भविष्य निधि में भरा किया गया ब्याज :				
अंशदायी भविष्य निधि	1.11	2.55	(भा)	(भा)
सामान्य भविष्य निधि	46.99	41.50	(भा)	(भा)
निगम के कर्मचारियों के लिये अनुकम्पा आरक्षित निधि	0.35	0.35	0.50	0.50
भविष्य निधि जमा से जुड़ी बीमा योजना	0.90	0.90	1.00	1.20
विविध	2.57	4.70	2.70	0.25
जोड़—ग—अन्य खर्च	1,49.45	1,73.68	1,18.22	1,24.37
बोनस की एक मुश्न व्यवस्था	(बी)	(बी)	49.09	50.00
शीर्ष 2 प्रशासन का जोड़	14,10.42	15,38.99	15,74.30	16,84.57
3 अस्पताल, औषधालय आदि				
अस्पतालों, औषधालयों की मरम्मत, अनुरक्षण तथा मूल्यह्रास आदि				
(क) अस्पताल/औषधालय भवनों का मूल्यह्रास	46.42	59.84	61.73	66.03
(ख) अस्पताल/औषधालय, भवनों की मरम्मत तथा अनुरक्षण	1,85.66	2,32.06	2,46.92	2,64.11
जोड़-शीर्ष-3—अस्पताल/औषधालय आदि	2,32.08	2,91.90	3,08.65	3,30.14
4. पूंजीगत निर्माण तथा आपात आरक्षित निधियों में अंशदान				
1. पूंजीगत निर्माण आरक्षित निधि में वार्षिक अंशदान	17,92.83(अ)	18,88.00	9,44.00(ड)	28,97.00(ठ)
2. आपात आरक्षित निधि में वार्षिक अंशदान	1,28.91	1,48.22	95.18	1,00.00
जोड़-शीर्ष-4—पूंजीगत निर्माण तथा आपात आरक्षित निधियों में अंशदान	19,21.74	20,36.22	10,39.18	29,97.00
जोड़—राजस्व लेखों में व्यय	1,88,05.88	1,96,48.59	2,01,47.88	2,30,93.92
5. पूंजीगत लेखों में व्यय स्टाफ कारों				
स्टाफ कारों की खरीद	—	0.60	1.78	—
ऋण, आरक्षित निधियां, जमा, पेजगियां तथा प्रेषण अनिधिक ऋण				
क०रा०बी० निगम भविष्य निधि				
अंशदाताओं की अदायगी				
1. सामान्य भविष्य निधि	1,20.31	1,15.00	1,50.00(ग)	1,76.00(ग)
2. अंशदायी भविष्य निधि	1.16	3.50	2.80	3.10
कर्मचारी राज्य बीमा निगम				
ग्रुप बीमा निधि				
1. जीवन बीमा निगम को दिया गया प्रीमियम	1.47	2.30	2.00	2.10
2. लाभाधिकारियों को दी गई बीमित राशि	1.65	0.50	0.90	0.90
3. कर्मचारियों को बन्वीबस्ती लाभ	0.02	0.01	0.15	0.20
आरक्षित निधियां				
जोड़—अनधिक ऋण	1,24.61	1,21.31	1,55.85	1,76.30
निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मूल्यह्रास आरक्षित निधि				
निवेश लेखा				
वर्ष में किया गया निवेश	5.12	7.36	6.20	13.76(आई)
अस्पताल भवनों की मूल्यह्रास आरक्षित निधि निवेश लेखा :				
वर्ष में किया गया निवेश	58.33	73.15	1,71.74	1,48.54(आई)
स्टाफ कारों की मूल्यह्रास				
आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	0.16(—)	0.42	0.68	1.59(आई)

(भा) भविष्य निधि जमा के निवेश पर वसूल किये गये ब्याज को दूसरी तरफ डेबिट करके ब्याज वसूल किया जा रहा है।

(बी) “क-अधीक्षण” और “ख-फील्ड कार्य” में अलग-अलग दिखाया गया है।

(अ) इसमें अंशदान के भाग के रूप में माने गये अंशदान पर प्राप्त ब्याज में से 10 प्रतिशत निधि में जमा करने हुए 1976-77 से 1979-80 तक की अवधि के दौरान की गई धन व्यवस्था के कारण 3.09 लाख रुपये के समायोजन को गणना में लिया गया है।

(ड) यह कमो 9,44.00 लाख रुपये (अंशदान आय का 5 प्रतिशत) को कम व्यवस्था के कारण हुई है।

(ठ) यह वृद्धि अंशदान आय की 10 प्रतिशत की दर पर पूर्ण व्यवस्था के कारण हुई है। 1981-82 में 9,44.00 लाख रुपये का कम व्यवस्था की पूर्ति कर ली गई है।

(आई)—यह वृद्धि “पुनः निवेश योजना” के अंतर्गत निवेशों पर संचित ब्याज की वसूली के कारण हुई है।

लेखा-शीर्ष	वास्तविक 1980-81	बजट 1981-82	परिशोधित 1981-82	बजट 1982-83
(लाख रुपये में)				
निगम के कार्यालय भवनों (स्टाफ क्वार्टरों सहित) की मरम्मत व अनुरक्षण आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	8.97	11.11	10.95(इ)	19.65(आई)
अस्पताल भवनों की मरम्मत तथा अनुरक्षण आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	92.72	1,28.29	1,58.54(इ)	2,58.14(आई)
स्थायी (आंशिक तथा पूर्ण) अर्पणता हितलाभ आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	4,93.65(इ)	2,25.83	3,11.30	6,07.29(आई)
आश्रितजन हितलाभ आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	3,59.76(ण)	2,14.52	1,68.02	4,34.98(आई)
निगम कर्मचारियों के लिये पेंशन आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	70.92	84.95	67.22	2,10.60(आई)
क०रा०बी०नि०भविष्य निधि निवेश लेखा				
वर्ष में किया गया निवेश	97.69	97.60	73.96(त)	67.76(त)
क०रा०बी० ग्रुप बीमा निधि निवेश लेखा				
वर्ष में किया गया निवेश	3.28	3.81	3.65	5.02(आई)
पूँजीगत निर्माण आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	9,15.55	11,79.25	30.56(न)	25,61.98(व)
निगम के कर्मचारियों के लिये अनुकम्पा आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	(--) 0.09	0.01	0.01	0.04
भविष्य निधि जमा से जुड़ी बीमा निधि निवेश लेखा				
वर्ष में किया गया निवेश	0.36	0.05	0.24	0.61 (आई)
प्रापात आरक्षित निधि निवेश लेखा				
वर्ष में किया गया निवेश	1,82.84	1,48.22	95.18(घ)	1,00.00(न)
जोड़—आरक्षित निधियां जमा	22,35.26	21,73.73	8,98.25	44,29.96
(1) जमात जमा	5.82	5.00	6.00	6.00
(2) अन्य जमा (व)	33.14	50.00	45.00	45.00
जोड़—जमा	38.96	55.00	51.00	51.00

- (आई) यह वृद्धि मुख्यतः "पुनः निवेश योजना" के अन्तर्गत निवेशों पर संश्लिष्ट ब्याज की बसूली के कारण है।
- (इ) निधि में वार्षिक व्यवस्था भवनों की पूँजीगत लागत की 4% की दर पर की जाती है। यह वृद्धि भी अधिक संख्या में भवनों के पूरा हो जाने के पूर्वानुमान के कारण है।
- (उ) इसमें दिनांक 31-3-1978 को या इससे पहले हुई अर्पणता की स्थिति में स्थायी अर्पणता हितलाभ के मौजूदा मामलों के संबंध में दिनांक 1-4-1980 सेवीकृत वृद्धि के कारण एक मुक्त समायोजन (2,70,42 लाख रुपये) भी शामिल है।
- (ण) इसमें दिनांक 31-3-80 को या इससे पहले हुई मृत्यु की स्थिति में आश्रितजन हितलाभ के मौजूदा मामलों के संबंध में दिनांक 1-4-1980 से स्वीकृत वृद्धि के कारण एक मुक्त समायोजन (1,59.58 लाख रु०) शामिल है। आंशिक रूप से वृद्धि 1980-81 के दौरान बकाया मामलों के निपटान के कारण भी हुई है।
- (त) यह कमी बढ़ती हुई सेवा निवृत्तियों पर प्रतिम अवकाशियों के कारण है।
- (थ) यह कमी 9,44.00 लाख रु० (अंशदान आय का 5 प्रतिशत) की कम व्यवस्था के कारण है।
- (द) यह वृद्धि मुख्यतः "पुनः निवेश योजना" के अन्तर्गत निवेशों पर संश्लिष्ट ब्याज की बसूली और अंशदान आय का 10% की दर पर पूर्ण व्यवस्था के कारण है। 1981-82 में की गई 9,44.00 लाख रु० की कम व्यवस्था की भी पूर्ति कर ली गई है।
- (घ) व्याख्यात्मक तापन का पैरा 15.2 देखिए।
- (न) यह कमी राजस्व व्यय में वृद्धि के कारण निधि में कम वार्षिक जमा के कारण है।
- (प) इस शीर्ष में (1) अन्य पाटियों को देय बिलों से कटौतियों, (2) कर्मचारी राजस्व बीमा निगम भविष्य निधि में प्रवर्गीकृत जमा और अवर्गीकृत अवकाशियों (उत्तरे खाता) से संबंधित अवकाशियों शामिल है।

लेखा-शीर्ष	वास्तविक 1980-81	बजट 1981-82	परिशोधित 1981-82	बजट 1982-83
(लाख रुपये में)				
पेशगियां				
(क) स्थायी पेशगियां	0.10	0.08	0.20	0.20
(ख) निगम के कर्मचारियों को पेशगियां				
(1) स्थानांतरण पर अग्रिम वेतन	1.31	1.81	1.40	1.50
(2) स्थानांतरण पर यात्रा भत्ता पेशगी	1.83	1.80	4.00	5.00
(3) मोटर वाहन खरीदने के लिये पेशगी	8.12	8.00	9.00	8.00
(4) अन्य वाहन खरीदने के लिये पेशगी	2.89	4.00	4.00	4.00
(5) गृह निर्माण पेशगी	33.42	30.50	30.50	30.50
(6) विविध पेशगियां (त्यौहार पेशगी, ब्राह्म पेशगी तथा पंखा पेशगी)	19.47	14.00	19.00	20.00
ग. अन्य पेशगियां				
(1) राज्य सरकारों की ओर से अग्रिम प्रदायगियां	0.01	0.02	0.02	0.02
(2) विविध (फ)	33.90	38.00	38.00	40.00
जोड़—पेशगियां	1,01.05	98.21	1,06.12	1,09.22
प्रेषण				
नकद प्रेषण—(निवल) (ब)	4,85.40	25.00	23.50	25.00
अन्य प्रेषण—(निवल) (भ)	—	—	1.00	—
जोड़—प्रेषण	4,85.40	25.00	24.50	25.00
जोड़—ऋण प्रारक्षित निधियां, पेशगियां तथा प्रेषण	29,85.28	24,73.85	12,35.72	47,91.48
जोड़—संवितरण	2,17,91.16	2,21,22.44	2,13,85.38	2,78,85.40
सामान्य रोकड़ शेष				
वर्ष के दौरान निवेश	23,92.92	28,55.20	11,61.37	46,35.53
घटाएँ—प्रारक्षित निधियों में अंतरण	(—) 24,34.40	(—) 22,95.04	(—) 8,98.25	(—) 44,29.96
अन्त शेष	9,37.57	6,40.00	6,90.00	7,10.00
कुल जोड़	2,26,87.25	2,33,22.60	2,23,38.00	2,88,00.97

(फ) इस शीर्ष में—

- (1) लेखन सामग्री नियंत्रक, कलकत्ता को पेशगियां
- (2) राज्य सरकारों के मद्रास तथा लेखन सामग्री विभागों को पेशगियां
- (3) निगम के क्षेत्रीय कार्यालयों को पेशगियां
- (4) नगर पालिकाओं, स्थानीय निकायों आदि को पेशगियां
- (5) कानूनी खर्चों के लिये पेशगियां
- (6) निगम की विभागीय कैंटीनों को पेशगियां तथा
- (7) अन्यत्र वर्गीकृत न की गई अन्य पेशगियां शामिल हैं।

(ब) “नकद-प्रेषण” शब्दों का अर्थ एक लेखा परिमंडल से दूसरे लेखा परिमंडल को तथा दूसरे लेखा परिमंडल से पहले लेखा परिमंडल को निधियों (नकद) का अन्तरण है। निगम का राजस्व टिकटों की बिक्री/भारतीय स्टेट बैंक तथा इसके सहायक बैंकों के माध्यम से नकद बमुंबी द्वारा एकत्र किया जाता है। प्राप्त अंशदान केन्द्रीय लेखा सहायक से अन्तरण द्वारा संबंधित क्षेत्रीय कार्यालयों/स्थानीय कार्यालयों के लेखों में अन्तरित कर दिये जाते हैं। निधियों के एक कार्यालय से दूसरे कार्यालय में अन्तरण के ऐसे सभी लेन-देन “(नकद) प्रेषण” कहे जाते हैं।

(घ) “अन्य प्रेषण” शब्दों का अर्थ निगम के एक कार्यालय से दूसरे कार्यालय के बीच पुराने समायोजन है। निगम के एक कार्यालय में शुरू होने वाले ऐसे लेन-देन जिनका निगम के दूसरे कार्यालय में समायोजन किया जाता है, विनिमय लेखों के माध्यम से अन्तरित किये जाते हैं।

(कॉमन सील)

कर्मचारी राज्य बीमा निगम
नई दिल्ली, 17 फरवरी, 1982

ए. एन. त्यागराजन, वित्तीय सलाहकार,
एवं मुख्य लेखा अधिकारी, कर्मचारी राज्य बीमा निगम

वित्तीय प्राश्कलन

परिशिष्ट 1--3

परिशिष्ट-1

31 मार्च, 1983 तक योजना के अन्तर्गत आने वाले तथा 31-11-1981 तक योजना के अन्तर्गत आये कर्मचारियों की संख्या

क्षेत्र	30-11-81 तक योजना के अन्तर्गत आये कर्मचारियों की संख्या	योजना के अन्तर्गत लाये जाने वाले कर्मचारी	व्याप्ति की	नियोजित तारीख
1	2	3	4	5
1. भारद्वाज प्रदेश				
(1) कार्यस्थित क्षेत्र	2,57,200	2,600	1981-82	
(2) गैर-कार्यस्थित क्षेत्र		2,600		1982-83
		2,450		1982-83
2. असम				
(1) कार्यस्थित क्षेत्र	34,000	350	1981-82	
(2) गैर-कार्यस्थित क्षेत्र		350		1982-83
		2,250		1982-83
3. बिहार				
(1) कार्यस्थित क्षेत्र	1,60,000	1,600	1981-82	
(2) गैर-कार्यस्थित क्षेत्र		1,600		1982-83
		13,050		1982-83
4. चण्डीगढ़				
(1) कार्यस्थित क्षेत्र	19,000	—		
(2) गैर-कार्यस्थित क्षेत्र		—		
5. दिल्ली				
(1) कार्यस्थित क्षेत्र	2,78,000	2,850	1981-82	
(2) गैर-कार्यस्थित क्षेत्र	—	2,850		1982-83
6. गुजरात				
(1) कार्यस्थित क्षेत्र	5,60,000	5,700	1981-82	
(2) गैर-कार्यस्थित क्षेत्र		6,700		1982-83
		11,100		1982-83
7. हरियाणा				
(1) कार्यस्थित क्षेत्र	2,05,500	2,100	1981-82	
(2) गैर-कार्यस्थित क्षेत्र		2,100		1982-83
		8,150		1982-83
8. हिमाचल प्रदेश				
(1) कार्यस्थित क्षेत्र	2,900	—		
(2) गैर-कार्यस्थित क्षेत्र		—		
9. कर्नाटक				
(1) कार्यस्थित क्षेत्र	3,20,100	3,300	1981-82	
(2) गैर-कार्यस्थित क्षेत्र		3,300		1982-83
		3,150		1982-83
10. केरल तथा माहें				
(1) कार्यस्थित क्षेत्र	3,20,100	3,300	1981-82	
(2) गैर-कार्यस्थित क्षेत्र		3,300		1982-83
		1,000		1982-83
11. मध्य प्रदेश				
(1) कार्यस्थित क्षेत्र	1,78,500	1,800	1981-82	
		1,800		1982-83

1	2	3	4	5
(2) गैर-कार्यान्वित क्षेत्र		5,700		1982-83
12. महाराष्ट्र				
(1) कार्यान्वित क्षेत्र	15,35,000	15,750	1981-82	
		18,000		1982-83
(2) गैर-कार्यान्वित क्षेत्र		19,550		1982-83
13. उड़ीसा				
(1) कार्यान्वित क्षेत्र	1,21,000	1,250	1981-82	
		1,250		1982-83
(2) गैर-कार्यान्वित क्षेत्र		9,300		1982-83
14. पाँडोचेरी				
(1) कार्यान्वित क्षेत्र	17,000	—		
(2) गैर-कार्यान्वित क्षेत्र		—		
15. पंजाब				
(1) कार्यान्वित क्षेत्र	1,81,400	1,850	1981-82	
		1,850		1982-83
(2) गैर-कार्यान्वित क्षेत्र		2,700		1982-83
16. राजस्थान				
(1) कार्यान्वित क्षेत्र	1,40,800	1,400	1981-82	
		1,400		1982-83
(2) गैर-कार्यान्वित क्षेत्र		3,950		1982-83
17. तमिलनाडु				
(1) कार्यान्वित क्षेत्र	4,87,500	4,850	1981-82	
		5,850		1982-83
(2) गैर-कार्यान्वित क्षेत्र		9,400		1982-83
18. उत्तर प्रदेश				
(1) कार्यान्वित क्षेत्र	4,66,000	4,750	1981-82	
		5,750		1982-83
(2) गैर-कार्यान्वित क्षेत्र		13,400		1982-83
19. पश्चिमी बंगाल				
(1) कार्यान्वित क्षेत्र	10,75,800	11,000	1981-82	1982-83
		12,000		1982-83
(2) गैर-कार्यान्वित क्षेत्र	63,59,700	64,450	1981-82	
जोड़		1,75,850		1982-83—

प्रति व्यक्ति आय-व्यय का सूचक विवरण

परिशिष्ट-2

प्रति वर्ष कर्मचारी राशि

वर्ष	घनदाय आय	राजस्व लेखे में व्यय (पूजित निर्माण तथा आपात आरक्षित निधियों में घनतरित राशियों को छोड़कर)	घनतर
	(रुपये)	(रुपये)	(रुपये)
1	2	3	4
1970-71	123	117	6
1971-72	131	118	13
1972-73	145	104	41
1973-74	153	121	32
1974-75	146	125	21

1	2	3	4
	₹०	₹०	₹०
1975-76	162	141	21
1976-77	236	151	85
1977-78	239	177	62 (क)
1978-79	258	207	51
1979-80	271	234	37
1980-81	292	277	15 (ख)
1981-82 (प्राक्कलन)	296	302	(—) 6
1982-83 (प्राक्कलन)	300	308	(—) 8

(क) 31-3-1974 की स्थिति के अनुसार मूल्यांकन में बताए गए स्थायी अपंगता हितलाभ और आश्रितजन हितलाभ की बाबत अधिशेष राशि 1977-78 वर्ष के व्यय (पूँजीकृत मूल्य) में समायोजित की गई है। यदि अधिशेष राशि का समायोजन किए बिना 1977-78 वर्ष के वास्तविक पूँजीकृत मूल्य को लिया जाए तो प्रति व्यक्ति व्यय में लगभग 5 रुपये की वृद्धि हो जाएगी जिससे प्रति व्यक्ति अंतर 62 रुपये से घट कर 57 रुपये रह जाएगा।

(ख) वित्तिक 1-4-1980 से हुई अपंगता या मृत्यु की स्थिति में स्थायी अपंगता हितलाभ तथा आश्रितजन हितलाभ के मामलों के संबंध में संशुद्ध की गई वृद्धि से संबंधित 4,30.00 लाख रुपये के एक मुद्दा समायोजन का व्यय भार शामिल नहीं है।

परिशिष्ट-3-क

1980-81, 1981-82, 1982-83 तथा 1983-84 वर्षों के दौरान प्रत्याशित अनुमानित प्रति व्यक्ति राजस्व आय

	1979-80 (वास्तविक आंकड़े)	1980-81 (वास्तविक आंकड़े)	1981-82	1982-83	1983-84
प्रति व्यक्ति आय (रुपयों में)					
1. अंगदानों से आय	271	292	296	300	303
2. गैर-निर्धारित आरक्षित निधियों (आपात आरक्षित निधि तथा सामान्य रोकड़ शेष का निवेश) पर व्याज से आय। इसमें पुनर्निवेश योजना के अन्तर्गत निवेशों पर संचित व्याज शामिल है जो वास्तव में जमा की परिपक्वता पर अदा किया जाएगा	27	30	34	38	42
3. राज्य सरकारों से वसूलियाँ					
(क) चिकित्सा देखरेख पर व्यय पर विल्ली प्रशासन का शेयर तथा उन राज्य सरकारों से मुआवजा जहाँ बीमारी हितलाभ का व्यय-भार अखिल भारतीय अस्तर से अधिक है।	2	6	6	6	6
(ख) कर्मचारी राज्य बीमा अस्पताल तथा औषधालय भवनों का किराया	6	6	7	7	8
(ग) प्रति व्यक्ति कुल आय	306	334	343	351	361

परिशिष्ट-3-ख

1980-81, 1981-82, 1982-83 तथा 1983-84 वर्षों के दौरान प्रत्याशित अनुमानित प्रति व्यक्ति राजस्व व्यय

	1979-80	1980-81	1981-82	1982-83	1983-84
प्रति व्यक्ति व्यय रूपों में :					
1. पूँजीगत निर्माण तथा आपात आरक्षित निधियों में अंतरित राशि को छोड़ कर राजस्व लेखों में व्यय	234	277	302	308	314
2. अंगदान आय पर 10 प्रतिशत की दर से पूँजीगत निर्माण आरक्षित निधि में अंतरित राशि	27	29	30	30	32
3. आपात आरक्षित निधि में अंतरित राशि	5	2	—	2	2
4. निम्नलिखित मदों पर अतिरिक्त व्यय :					
(क) कर्मचारी अंगदान की अदायगी के लिए छूट की सीमा को 2 रुपये दैनिक मजदूरी रुप से बढ़ाकर 6 रुपये से कम दैनिक मजदूरी रुप करना	—	—	—	3	3
(ख) अंगकलना हितलाभ	—	—	—	7	10
(ग) अल्पवैय्य व्यय की प्रतिपूर्ति	—	—	—	—	—
योजना में प्रति व्यक्ति कुल राजस्व व्यय	266	308	332	350	361

निष्पादन बजट

1982-83

कर्मचारी राज्य बीमा निगम का 1982-83 वर्ष का निष्पादन बजट

भूमिका

कर्मचारी राज्य बीमा अधिनियम, 1948 के अधीन स्थापित कर्मचारी राज्य बीमा निगम कर्मचारियों को बीमारी, प्रसूति तथा रोजगार छोट की प्राक्सिकताओं में कई हितवाओं की व्यवस्था करता है।

व्याप्ति

2. कर्मचारी राज्य बीमा अधिनियम, 1948 उन सभी ब्रिटीशनी कारखानों पर लागू होता है जिनमें विद्युत शक्ति का प्रयोग होता है तथा 20 या अधिक व्यक्ति मजदूरी पर काम करते हैं। यह योजना चरणबद्ध रीति में क्षेत्रवार कार्यान्वित की जा रही है। योजना का स्थापनाओं के तए वर्गों, यानी विद्युत शक्ति का प्रयोग करने वाले कारखाने जिनमें 10 से 19 व्यक्ति काम करते हैं तथा विद्युत शक्ति का प्रयोग न करने वाले कारखाने, दुकानें, पूर्वशरण शिपेटर सहित मिनेमा, होटल, रेस्तराँ, सड़क मोटर परिवहन उपक्रम तथा सभाचार पत्र संस्थापनाएँ जिनमें 20 या अधिक व्यक्ति काम करते हैं, पर भी विस्तार किया जा रहा है।

ऊपरलिखित कारखानों तथा संस्थापनाओं में नियुक्त ऐसे कर्मचारी अधिनियम के अन्तर्गत आते हैं जिनकी मजदूरी 1,000/ रुपये मासिक से अधिक नहीं है।

योजना के मुख्य उद्देश्य

3. योजना के अन्तर्गत बीमारी, प्रसूति तथा रोजगार छोट के दौरान चिकित्सा देख रेख तथा उपचार की व्यवस्था है और रोजगार छोट के कारण किसी बीमाकृत कामगार की मृत्यु हो जाने पर आश्रितों को पेंशन दी जाती है और बीमाकृत व्यक्ति की अल्पेष्टि पर होने वाले व्यय की अदायगी की जाती है। कर्मचारियों के परिवार के सदस्यों को भी चिकित्सा देख रेख सुलभ की जाती है।

जहाँ कहीं कर्मचारी राज्य बीमा योजना कार्यान्वित की गई है, नियोजक कर्मचारियों को मुद्रावर्ष अधिनियम, 1923 और प्रसूति अधिनियम, 1961 के अन्तर्गत अपने दायित्व से मुक्त हो जाते हैं।

प्रशासन

4. कर्मचारी राज्य बीमा योजना कर्मचारी राज्य बीमा निगम नामक नियमित निकाय द्वारा चलाई जाती है जिसमें नियोजकों, कर्मचारियों, केन्द्रीय तथा राज्य सरकारों, चिकित्सा व्यवसाय तथा संसद का प्रतिनिधित्व करने वाले सदस्य होते हैं। निगम के सदस्यों में से गठित

एक स्थायी समिति योजना के प्रशासन में कार्यकारी निकाय के रूप में काम करती है। चिकित्सा हितवाओं की व्यवस्था से संबंधित मामलों में निगम को सलाह देने के लिए एक चिकित्सा हितवाभ परिषद भी है।

दिल्ली को छोड़कर अन्य राज्यों में कर्मचारी राज्य बीमा योजना के अन्तर्गत चिकित्सा देख रेख की व्यवस्था करने की जिम्मेदारी राज्य सरकारों की है। दिल्ली में निगम स्वयं चिकित्सा देख रेख की व्यवस्था करता है।

वित्त

5. कर्मचारी राज्य बीमा योजना के लिए मुख्यतया नियोजकों तथा कर्मचारियों के अंशदानों द्वारा धन की व्यवस्था की जाती है। कर्मचारियों द्वारा दिए जाने वाले मासाहिक अंशदान की दर 40 पैसे से 3 रुपए 75 पैसे तक अलग-अलग है जो उनके संबंधित मजदूरी ग्रुप पर निर्भर करती है। 2 द० से कम दैनिक मजदूरी लेने वालों को कोई अंशदान देने की आवश्यकता नहीं है।

नियोजकों का अंशदान मजदूरी का लगभग 4.35% होता है। कर्मचारियों का अंशदान मजदूरी का 2.17% है। चिकित्सा देख-रेख पर होने वाला व्यय कर्मचारी राज्य बीमा निगम तथा राज्य सरकारों के बीच 7:1 के तए किए गए अनुपात में शेर किया जाता है। निगम को केन्द्रीय सरकार से कोई वित्तीय सहायता नहीं मिलती। निगम एक सेवा संगठन होने के कारण कर्मचारी राज्य बीमा योजना का कार्यचालन लाभ की दृष्टि से नहीं किया जाता।

योजना का विस्तार

6. 31 मार्च, 1981 की स्थिति के अनुसार कर्मचारियों की कुल संख्या 63,32,200 थी। अप्रैल, 1981 से 31 नवम्बर, 1981 तक की अवधि के दौरान 0.28 लाख और कर्मचारियों पर योजना का विस्तार किया गया है। 0.32 लाख और परिवार (बीमाकृत व्यक्ति) एककों के लिए चिकित्सा देख-रेख का भी विस्तार किया गया है। 30 नवम्बर, 1981 को योजना के अन्तर्गत आए कर्मचारियों की कुल संख्या 63.60 लाख थी। चिकित्सा हितवाभ के लिए लाभधिकारियों की कुल संख्या अनुमानतः परिशोधित प्राक्कलन 1981-82 तथा बजट प्राक्कलन 1982-83 में क्रमशः 2,82.02 लाख तथा 290.35 लाख है (जिसमें बीमाकृत व्यक्ति और उनके परिवार के सदस्य भी शामिल हैं)।

7. नीचे तालिका में निर्वहन और किए गए कार्य के सांख्यिकीय आंकड़े दिए गए हैं :-

व्यय का स्वरूप	1980-81 (वास्तविक आंकड़े)	1981-82 (परिशोधित)	1982-83 बजट
1. केन्द्रों की संख्या	411	487	572
2. योजना के अन्तर्गत आए कर्मचारियों की संख्या	63.32 लाख	64.24 लाख	66.00 लाख
3. चिकित्सा देख-रेख के हकदार बीमाकृत व्यक्तियों की संख्या	71.62 लाख	72.68 लाख	74.83 लाख
4. परिवार के सदस्यों की संख्या जिनके लिए चिकित्सा देख-रेख का विस्तार किया गया है			
(क) बीमाकृत व्यक्तियों का छोड़कर	2,06.26 लाख	2,09.34 लाख	2,15.52 लाख
(ख) बीमाकृत व्यक्तियों को मिलाकर	2,77.88 लाख	2,82.02 लाख	2,90.35 लाख

क्रम सं०	सूचना का स्वरूप	1980-81		
		(वास्तविक आंकड़े)	(परिशोधित प्राक्कलन)	(बजट प्राक्कलन)
5.	अस्पतालों की संख्या	सामान्य 62	71	77
	क्षय रोग 8		8	9
	अन्य रोगों की संख्या	सामान्य 21	25	29
	क्षय रोग 14		14	15
6	(क) बिस्तरों की संख्या (सरकारी तथा अन्य मान्यता-प्राप्त अस्पतालों में बिस्तरों सहित)	20,505	22,317	23,671
	(31-3-81 की स्थिति के अनुसार)			
	चालू बिस्तरों की संख्या अस्पतालों में	सामान्य 13,492	14,792	16,012
	क्षय रोग 1,470		1,470	1,470
	अन्य रोगों में सामान्य 404		484	533
	क्षय रोग 306		303	326
	प्रारंभिक बिस्तरों की संख्या	4,843	5,045	5,327
	(ख) निर्माणाधीन बिस्तरों की संख्या	3,294	1,570	1,112
7.	(क) औषधालयों की संख्या	1,072	1,124	1,179
	(ख) वेनल क्लिनिकों की संख्या	4,667	4,900	5,134
	(ग) विशेषज्ञ केन्द्रों की संख्या	250	262	275
8.	इलाज किए गए रोगियों की संख्या			
	अस्पताल में बाधित किए गए मामलों की संख्या	2 77 लाख	3 42 लाख	3 97 लाख
	औषधालयों में उपस्थिति			
	(बीमाकृत व्यक्ति और परिवार सदस्य दोनों)			
	(1) नए मामले	329.20 लाख	356.00 लाख	392.00 लाख
	(2) पुराने मामले	600 48 लाख	646 00 लाख	704 00 लाख
9.	मकद धत्ता प्राप्त करने वाले व्यक्तियों की संख्या (यानी रोजगार चोट हितलाभ के प्राप्त कर्मचारियों की संख्या)	63 32 लाख	64 24 लाख	66 00 लाख
10	पेंशन प्राप्त करने वाले आश्रितजनों की संख्या (यानी आश्रितजन हितलाभ के लाभ-धिकारियों की संख्या)	19,470	21,564	24,082
11.	कर्मचारिबन्ध (राज्यों में योजना के लिए नियुक्त कर्मचारियों सहित)			
	शिक्षा कार्मिक	23,295	24,465	25,628
	अन्य कार्मिक	30,835	32,718	33,814
		(लाख रुपये में)		
12.	वार्षिक आय	1,93,21 53	2,01,47.98	2 33,45 26
13	वार्षिक राजस्व व्यय	1,83,05 83	2 01,47.83	2,30,93 92
14.	भूमि अर्जन तथा कार्यालय, औषधालय और अस्पताल भवनों के निर्माण पर पूंजीगत व्यय वर्ष के दौरान	10,40 62	10,22 00	12,37 00
	प्रणामी व्यय	83,20 73	93,42 73	1,05 72 73
15	स्टाफ कारो की खरीद पर पूंजीगत व्यय	.	1 78	

8 1980-81 वर्ष के (क) परिशोधित प्राक्कलन व वास्तविक आंकड़ों तथा 1981-82 के (ख) बजट प्राक्कलन व परिशोधित प्राक्कलन का तुलनात्मक विश्लेषण निम्नलिखित है :—

क्रम सं०	सूचना का स्वरूप	परिशोधित प्राक्कलन		
		(1980-81)	(1980 81)	अन्तर
1.	केन्द्रों की संख्या	418	411	(-) 7
2	(क) योजना के अन्तर्गत आयें कर्मचारियों की संख्या	61.66 लाख	63 32 लाख	(+) 1 66 लाख
	(ख) बीमाकृत व्यक्तियों की संख्या	70.73 लाख	71.62 लाख	(+) 0 89 लाख
3	परिवार सदस्यों की संख्या जिन पर शिक्षा वेतन-रेख का विस्तार किया गया है	2,03.70 लाख	206.26 लाख	(+) 2.56 लाख

क्रम सूचना का स्वरूप सं०	(वास्तविक प्रांकड़े) 1980-81	(परिशोधित प्रांकड़न) 1981-82	(बजट अन्तर) 1982-83
4. निर्माण किए गए अस्पतालों तथा अनेकियों की संख्या	117	105	(—) 12(क)
5. अस्पताल बिस्तारों की संख्या	21,237	20,505	(—) 782(क)
6. औषधालयों की संख्या	1,080	1,072	(—) 8
7. राजस्व आय	1,91,78.67 लाख रु० (1980-81)	1,93,21.53 (1980-81) (लाख रुपये में)	(+) 1,42.86
8. राजस्व व्यय	1,88,28.77	1,88,05.88	(—) 22.89
9. पूंजीगत व्यय	8,50.00	10,40.62	(+) 190.62(ख)

क्रम सूचना का स्वरूप सं०	बजट प्रांकड़न (1981-82)	परिशोधित प्रांकड़न (1981-82)	अन्तर
1. केन्द्रों की संख्या	448	487	(-/-) 39
2. (क) योजना के अन्तर्गत ग्राम कर्मचारियों की संख्या	63.32 लाख	64.24 लाख	(+) 0.92 लाख
(ख) बीमाकृत व्यक्तियों की संख्या	72.54 लाख	72.68 लाख	(+) 0.14 लाख
3. परिवार सदस्यों की संख्या जिनपर चिकित्सा देख-रेख का विस्तार किया गया है	2,08.95 लाख	2,09.34 लाख	(+) 0.39 लाख
4. निर्माण किए गए अस्पतालों और अनेकियों की संख्या	126	118	(-) 8(ग)
5. अस्पताल बिस्तारों की संख्या	22,941	22,317	(-) 624(ग)
6. औषधालयों की संख्या	1,130	1,124	(-) 6 (लाख रुपये में)
7. वार्षिक राजस्व आय	2,02,41.47	2,01,47.88	(-) 93.59(घ)
8. वार्षिक राजस्व व्यय	1,96,48.59	2,01,47.88(ङ)	(+) 499.29
9. पूंजीगत व्यय	8,50.60	10,23.78(च)	(+) 73.18

9.1 1981-82 के बालू विनियम वर्ष तथा 1982-83 के अगले वित्तीय वर्ष के लिए निगम की वित्तीय आवश्यकताएँ नीचे दी गई हैं:—

क. कार्यक्रम/कार्यकलाप वार वर्गीकरण	1980-81 वास्तविक प्रांकड़े	1981-82 परिशोधित प्रांकड़न	1982-83 बजट प्रांकड़न
			(लाख रुपये में)
चिकित्सा हितलाभ	71,78.51	81,22.68	86,77.33
नकार हितलाभ	80,41.45	90,75.28(छ)	93,75.81
अन्य हितलाभ	21.68	27.79	29.07
निवेश, अधीक्षण और फील्ड कार्य	14,10.42	15,74.30	16,84.57(ज)
अस्पताल और औषधालय भवनों का मूल्यह्रास, मरम्मत व अनुरक्षण	2,32.08	3,08.65	3,30.14

- (क) अस्पतालों का निर्माण तथा बिस्तारों की व्यवस्था में कमी निर्माण कार्यों की धीमी प्रगति के कारण हुई है जो राज्य सरकारों की जिम्मेदारी है।
- (ख) अधिष्ठित मुख्यतया पिछले वर्ष के दौरान स्वीकृत निर्माण कार्यों के लिए पेशियों की अभावगी के कारण है।
- (ग) पृष्ठ 70 पर (क) पाठ टिप्पणी देखिए।
- (घ) कमी मुख्य रूप से (1) क०रा०बी०नि० भविष्य निधि के अंशदानों को देय व्याज की कटौती (53.55 लाख रुपए) और (2) पुन निवेश योजना के अधीन मासिक व्याज वाले निवेशों की परिपक्वता पर पुन निवेश जिसे निश्चित अवधि के पूरा होने पर मजबूरी व्याज प्राप्त होता है के कारणों से हुई है।
- (ङ) वृद्धि मुख्य रूप से (1) बीमाकृत व्यक्तियों के परिवारों को चिकित्सा देख-रेख की किम्मे में सुधार (2) शिथिल प्रमणन तथा बमारी हितलाभ अस्थायी अग्रगता हितलाभ की दैनिक दर को अग्रिम में वृद्धि की प्रवृत्ति तथा (3) 1981-82 के वीगन अतिरिक्त महंगई भत्ते की 4 और किस्तों और मजदूरी (बोनस) की तदर्थ अभावगी की अतिरिक्त व्यवस्था की मंजूरी के कारण हुई है।
- (च) वृद्धि मुख्य रूप से निर्माण कार्यों के लिए मामूरी की बढ़ी हुई लागत के कारण है।
- (छ) ऊपर (ङ) 2 पाठ टिप्पणी देखिए।
- (ज) ऊपर पर (ङ) 3 पाठ टिप्पणी देखिए।

क. कार्यक्रम/कार्यकलाप वार वर्गीकरण	1980-81 वास्तविक अंकड़े	1981-82 परिशोधित प्राक्कलन	1982-83 बजट प्राक्कलन
		(लाख रुपये में)	
पूँजीगत निर्माण और आपात आरक्षित निधियों में गैर कार्यकलाप व्यय विनिधान	19,21.74	10,39.18(झ)	29,97.00(झ)
कुल राजस्व व्यय	1,88,05.88	2,01,47.88	7,30,93.92
भूमि के अर्जन तथा कार्यालय/श्रीषधालय अस्पताल भवनों के निर्माण पर पूँजीगत व्यय	10,40.62	10,22.00	12,30.00
अन्य पूँजीगत व्यय	—	1.78	—
ख. उद्देश्य-वार वर्गीकरण			
नामाधिकारियों की चिकित्सा देख-रेख की व्यवस्था पर व्यय	71,78.51	81,22.68	86,77.33
नकद हितनाभों की अदायगी	80,41.45	90,75.28(झ)	93,75.81
अन्य हितनाभ	21.68	27.79	29.07
वेतन तथा अन्य प्रशासनिक व्यय			
वेतन (यात्रा व्यय तथा बोनस सहित)	10,54.04	1234.75	13,07.10
लेख सामग्री तथा फार्म	75.41	81.25	91.50
किराए, वर और कर	55.43	62.00	69.60
बीमा न्यायालय तथा कानूनी प्रभार	5.53	10.48	12.80
स्टाफकारों का अनुरक्षण	2.24	2.50	4.32
टाइपराइटर, गणक-मशीन, एड्रिमा मशीन, कार्यालय फर्नीचर तथा अन्य उपस्कर की खरीद	17.46	19.55	20.55
प्रचार तथा विज्ञापन	1.19	1.70	2.27
बैंक लेखे रखने के प्रभार	0.32	0.41	0.43
अन्य कार्यालय व्यय	59.90	60.80	68.44
स्टाफ क्वार्टरों सहित कार्यालय भवनों का मूल्यह्रास सम्मत व अनुरक्षण तथा स्टाफ कारों का मूल्यह्रास	20.40	27.16	33.21
सेवा-निवृत्ति लाभ (भविष्य निधियों सहित)	68.18	70.90	71.50
स्टाफ क्वार्टरों सहित अस्पताल तथा श्रीषधालय भवनों का मूल्यह्रास, सम्मत और अनुरक्षण	2,32.08	3,08.65	3,30.14
पूँजीगत निर्माण आरक्षित निधि में विनिधान	17,92.83	9,44.00(ठ)	28,97.00(ठ)
आपात आरक्षित निधि में विनिधान	1,28.91	95.18	1,00.00
कुल राजस्व व्यय	1,88,05.88	2,01,47.88	2,30,93.92
पूँजीगत निर्माण कार्य कार्यालय भवन (स्टाफ क्वार्टरों सहित)	73.28	1,64.00	2,18.00
अस्पताल तथा श्रीषधालय भवन	9,67.34	8,58.00	10,12.00
जोड़ :—पूँजीगत निर्माण कार्य	10,40.62	10,22.00	12,30.00
अन्य पूँजीगत व्यय	—	1.78	—
ग. वित्त का साधन			
राजस्व आय			
कर्मचारियों तथा नियोजकों का अंशदान	1,79,76.57	1,88,70.00	1,95,30.00
भवनों का किराया	4,86.15	5,51.09	6,30.01
मिक्सेजो, कजौ तथा पेशगियों पर व्याज	4,62.48	3,05.95	27,82.13
अन्य राजस्व आय	3,96.33	4,10.84	4,03.12
जोड़ :	1,93,21.53	2,01,47.88	7,33,45.26
पूँजीगत व्यय :			
पूँजीगत निर्माण आरक्षित निधि	17,92.83	9,44.00(ठ)	28,97.00(ठ)
स्टाफ कार	—	1.78	—

(झ) अंशदान आय का 5% की दर पर 1981-82 के लिए पूँजीगत निर्माण आरक्षित निधि की व्यवस्था की गई। बजट प्राक्कलन 1982-83 में कमी पूरी की गई है।

(अ) पृष्ठ 72 पर पाठ टिप्पणी (अ) 2 देखिए।

(ट) पृष्ठ 73 पर पाठ टिप्पणी (झ) देखिए।

(ठ) पृष्ठ 73 पर पाठ-टिप्पणी (झ) देखिए।

9.2 अनुसूचक 11 में कुछ वर्ग-शोर्षों के अस्तित्व प्रतिव्यक्ति-व्यय सार दिखाया गया है।

वित्तीय आवश्यकताओं की व्याख्या

10. निगम की वित्तीय आवश्यकताओं को मोटे तौर पर निम्न-लिखित शोर्षों में वर्गीकृत किया जा सकता है :—

1. शिक्षित हितलाभ
2. नकद हितलाभ तथा अन्य हितलाभ
3. निदेशन, अधीक्षण तथा फील्ड कार्य
4. अस्पतालों तथा औषधालयों का सूर्यह्वास, मरम्मत तथा रख-रखाव।
5. पूंजीगत निर्माण कार्य

इनके विस्तृत व्योरे निम्नलिखित पैरों में दिए गए हैं :—

निम्न मानकों, मानवण्ड, अधिकतम सीमा तथा मासिक दरें हैं जिनके द्वारा निगम का व्यय नियंत्रित किया जाता है।

1981-82 वर्ष के दौरान निगम ने ल.भाधिकारियों की सेवा की क्वालिटी तथा कार्यकुशलता सुधारने की और काफी महत्वपूर्ण प्रगति की है। सेवा की कार्य कुशलता में वृद्धि तथा हितलाभों में सुधार निरन्तर प्रक्रिया है।

1. शिक्षित हितलाभ

11.1 चिकित्सा हितलाभों पर व्यय नीचे दिखाया गया है :—

1980-81 वास्तविक आंकड़े	1981-82 परिशीलित प्राक्कलन	1982-83 बजट प्राक्कलन
(लाख रुपये में)		
71,78.51	81,22.68	86,77.33

11.2 दिल्ली संघ राज्य क्षेत्र के अन्तर्गत इस कार्यकलाप पर होने वाला व्यय शुरुआत में राज्य-सरकारों द्वारा किया जाता है जो चिकित्सा योजना का प्रशासनिक नियंत्रण करती हैं। निगम राज्य-सरकारों से व्यय विवरण प्राप्त होने पर निमाही आधार पर अपने शेयर की अदायगी करता है। प्रभावी नियंत्रण सुनिश्चित करने के उद्देश्य से निगम ने चिकित्सा देख-रेख के विभिन्न वर्गों के अर्ध-चिकित्सा व्यय की अधिकतम सीमाएं निश्चित कर दी हैं तथा राज्य सरकारों द्वारा प्रयोग के लिए 500 से अधिक दवाइयों, इज्जतों तथा औषधियों के संबंध में औषध

निर्माताओं से दर ठेके किए हैं। अधिकतम सीमाओं से अधिक होने वाला व्यय केवल राज्य-सरकारों द्वारा वहन किया जाता है और यह अधिक व्यय निगम के बजट में नहीं दिखाया जाता है।

2. नकद हितलाभ तथा अन्य हितलाभ

12.1 नकद हितलाभों पर व्यय नीचे दिया गया है।

1980-81 (वास्तविक आंकड़े)	1981-82 (परिशीलित प्राक्कलन)	1982-83 (बजट प्राक्कलन)
(लाख रुपये में)		
80,41.45	90,75.28	93,75.81

12.2 रोजगार चोट हितलाभों के अलावा विभिन्न वर्ग के नकद हितलाभों के लिए पात्रता कर्मचारियों द्वारा दिए गए वेतन/अंशदानों की संख्या तथा उनकी मजदूरी की दर पर निर्भर है। मोटे तौर पर बीमारी के कारण नकद हितलाभ मजदूरी का 50% होता है। अर्पणता तथा आश्रितजन हितलाभ की स्थिति में यह मजदूरी का 70% होता है तथा बीमाकृत महिला कामगारों को प्रसूति हितलाभ की स्थिति में मोटे तौर पर पूरी मजदूरी दी जाती है। अन्तर्गृहीत खर्च बीमाकृत व्यक्ति की मृत्यु की स्थिति में 100 रुपये की राशि तक दिए जाते हैं।

12.3 इन हितलाभों की अदायगी लगभग सभी औद्योगिक क्षेत्रों में जहाँ योजना कार्यान्वित की गई है, स्थित अपने स्थानीय/पुण्यता कार्यालयों की मार्फत निगम द्वारा सीधे बीमाकृत व्यक्तियों या उनके लाभधिकारियों को दी जाती है। 31 मार्च, 1981 को इस तरह के कार्यालयों की संख्या 707 थी जबकि एक वर्ष पहले यह संख्या 694 थी। नकद हितलाभों पर व्यय का भार अनेक तथ्यों, यानी स्वास्थ्य की स्थिति, औद्योगिक शांति और कामगारों की हितलाभों अदि की अपनी हकदारी के बारे में जानकारी पर निर्भर करती है। अतः कोई वास्तविक लक्ष्य निश्चित करना संभव नहीं है। 1980-81 वर्ष के दौरान 95.05 लाख अदायगियां (इनमें स्थायी अर्पणता हितलाभ दावों के रूपान्तरण के लिए अनुसंधान के संबंध में एकमुश्त अदायगियों से संबंधित 13,378 दावे शामिल हैं) की गई हैं। ये पिछले वर्ष के मुकाबले 9.58 लाख अधिक थी। औसतन 7.92 लाख अदायगियां प्रतिमास की गई जबकि 79.80 वर्ष में 7.12 लाख अदायगियां प्रतिमास की गई थीं। 1976-77 में 1.17 के मुकाबले प्रति कर्मचारी अदायगियों की संख्या बढ़कर 1977-78 में 1.33, 1978-79 में 1.43, 1979-80 में 1.48 तथा 1980-81 में 1.60 हो गई है।

12.4 नकद हितलाभों के विभिन्न वर्गों के अन्तर्गत व्यय का व्योरे नीचे दी गई तालिका में दिया गया है :—

	1980-81 (वास्तविक आंकड़े)		1981-82 (परिशीलित प्राक्कलन)		1982-83 (बजट प्राक्कलन)	
	कर्मचारियों की संख्या की भारित औसत आंकड़े (आंकड़े लाखों में)	राशि (लाख रु० में)	कर्मचारियों की संख्या की भारित औसत आंकड़े (आंकड़े लाखों में)	राशि (लाख रु० में)	कर्मचारियों की संख्या की भारित औसत आंकड़े (आंकड़े लाखों में)	राशि (लाख रु० में)
बीमारी हितलाभ	59.47	49,30.75	62.01	58,80.70	64.69	59,60.58
विस्तारित बीमारी हितलाभ	59.47	3,81.03	62.01	4,41.58	64.69	4,61.16
प्रसूति हितलाभ	59.47	2,11.06	62.01	2,15.37	64.69	2,21.68
अस्थायी अर्पणता हितलाभ	61.58	8,66.57	63.78	11,97.77	65.12	12,39.15
स्थायी अर्पणता हितलाभ	61.58	11,70.87	63.78	10,14.84	65.12	10,94.53
आश्रितजन हितलाभ	61.58	4,70.95	63.78	3,14.82	65.12	3,77.84
अस्थायी हितलाभ	61.58	10.22	63.78	10.20	65.12	10.87
अवकाशता हितलाभ	61.58	—	63.78	—	65.12	10.00

अन्य तितलाभ

13 1 अन्य हितलाभों पर व्यय निम्न प्रकार है :-

1980-81 (वास्तविक आंकड़े)	1981-82 (परिशीलित प्राक्कलन)	1982-83 (बजट प्राक्कलन)
21.68	27.79	29.07

(लाख रुपये में)

13 2 हम कार्यकलाप में चिकित्सा बाई तथा अवीको चिकित्सा अधिकरण के सदस्यों को फीस की अदायगी, बीमाकृत कामगारों को चिकित्सा निर्देशों, चिकित्सा बाई या अवीको चिकित्सा अधिकरण के समक्ष उपस्थित होने के लिए भेजे जाने की स्थिति में सवारी खर्च तथा मशहूरी की हानि के लिए मुभाबजे की अदायगी आती है।

3 निवेशन, अधीक्षण तथा फोल्ड कार्य

14 1 बजट व्यवस्था निगम के अधिकारियों तथा कर्मचारियों के वेतन प्राप्ति तथा स्थापना पर अन्य व्यय के संबंध में है।

5 पूर्जागत निर्माण कार्य

16 1 पूर्जागत निर्माण कार्यों के लिए नीचे दी गई धन-उपस्था आवश्यक होगी :-

14 2 कामिक मार्ग निम्न प्रकार है :-

	31-3-1981 की वास्तविक संख्या	31-3-1982 की अनुमानित संख्या	31-3-1983 की अनुमानित संख्या
अधिकारियों	502	560	562
अन्य कामिक	10,193	11,017	11,100

4 अस्पताल तथा औषधालय भवनों का मूल्यह्रास, मरम्मत तथा अनुरक्षण

15. निगम के अस्पताल तथा औषधालय भवनों की (मूल्यह्रास सहित) मरम्मत तथा अनुरक्षण पर व्यय नीचे दिखाया गया है।

1980-81	1981-82	1982-83
वास्तविक	परिशीलित	बजट
आंकड़े	प्राक्कलन	प्राक्कलन
		(लाख रुपये में)
अस्पताल/औषधालय/अनैकियता	2,32.08	3,08.65
		3,30.14

ये आंकड़े इस उद्देश्य के लिए निर्धारित प्रतिशतता के अनुसार संबंधित आर्थिक विधियों में अनुरक्षण/अनुरक्षण योग्य राशियों के सूचक हैं। व्यय वास्तव में आरक्षण विधियों में से किया गया है।

1980-81 (वास्तविक आंकड़े)	1981-82 (परिशीलित प्राक्कलन)	1982-83 (बजट प्राक्कलन)
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(लाख रुपये में)

कार्यालय भवन (स्टाफ क्वार्टरों सहित)

73.28

1,64.00

2,18.00

अस्पताल/औषधालय (स्टाफ क्वार्टरों सहित)

9,67.34

8,58.00

10,12.00

जोड़

10,40.62

10,22.00

12,30.00

10.2 अनुबन्ध-2 में विवरण निर्माणाधीन परियोजनाओं के संबंध में निर्माण की प्रगति का सूचक है।

10.3 मंजूर की गई विधियों, निर्माण एजेंसियों के लिए निर्धारित विधियों और आवश्यक होने वाली अनुमानित राशि के संबंध में सूचना सहित अस्पताल बिस्तरों, औषधालयों तथा कार्यालय भवनों के लिए पूर्जागत निर्माण कार्यक्रम की स्थिति नीचे दी गई है।

क. अस्पताल बिस्तर

संख्या

भारत के अनुसार स्वीकार्य बिस्तरों की संख्या
(31-3-81) की कर्मचारियों की संख्या के

25,328

अधवार पर
पहले निर्मित बिस्तरों की संख्या (नवम्बर, 1981)
(77 अस्पताल तथा 36 अनामिका)

16,984

निर्माणाधीन बिस्तरों की संख्या (नवम्बर, 1981)

22 अस्पताल तथा 7 अनामिका

2,710

पहले स्वीकृत बिस्तरों की संख्या (53 नए अस्पताल)

4,250

अभी अपेक्षित बिस्तरों की संख्या

1,384

(ख) इस समय निर्माण योग्य औषधालयों की संख्या

1,073

पैतल प्रणाली बनने वाले की स्थिति में पैतल

क्षेत्रों में आवश्यक होने वाले औषधालयों की संख्या

450

औषधालयों की कुल संख्या

1,523

निर्मित औषधालयों की संख्या

219

निर्माणाधीन औषधालयों की संख्या

(30-9-1981 की स्थिति के अनुसार)

44

अभी निर्माण किए जाने वाले औषधालयों की संख्या

1,260

(ग) उपर्युक्त 'क' तथा 'ख' के मामले में बिलीय परिणय

(लाख रुपये)

सितम्बर 1981 तक मंजूर की गई राशि

1,09,72.55

सितम्बर 1981 तक मुक्त की गई राशि

83,34.41

शेष देयता

26,38.14

निर्माण की जाने वाली परियोजनाओं के लिए अतिरिक्त देयता :-

(1) अस्पताल बिस्तर 5634 बिस्तर × 2.00 लाख

रु० प्रति बिस्तर की लागत

1,12,68.00

(2) 1,260 औषधालय × 12.00 लाख रुपये

औषधालय की लागत

1,51,20.00

(3) स्वास्थ्य लाभ गृह

5,00.00

(4) कार्यालय भवनों तथा स्टाफ क्वार्टरों के लिए

परिणय

30,00.00

कुल देयता

3,25,26.41

राज्य सरकारों तथा क्षेत्रीय निदेशकों से निवेदन किया गया है कि वे निर्माण कार्य का सघन कार्यक्रम चलाए। इस संबंध में निर्माणाधीन परियोजनाओं के मामले में की गई प्रगति तथा निर्मित अस्पतालों को चालू करने के संबंध में भी आवधिक पुनरीक्षण किया जाता है।

16.4 30 मिनम्बर 1981 तक स्टाफ क्वार्टरों सहित औषधालय तथा अस्पतालों के लिए भूमि के अर्जन तथा भवन के निर्माण पर

83,34.41 लाख रुपये (जिसमें अस्पतालों आदि के निर्माण के लिए महाराष्ट्र राज्य को मंजूर किए गए 3,62.14 लाख रुपये के कर्ज शामिल हैं) पूंजीगत व्यय हुआ।

तुलन-पत्र

17.1 31 मार्च, 1981 की स्थिति के अनुसार तुलन पत्र का सारांश नीचे दिया गया है :—

देयताएं	(लाख रुपयों में)	परिसम्पत्तियां	(लाख रुपयों में)
व्यय से अधिक प्राय	1,72,72.38	स्थिर परिसम्पत्तियां भूमि तथा भवन	67,11.52
भारक्षित निधिया	22,24,59.16	निर्माण कार्य के लिए पेशगियां	15,64.64
चालू देयताएं		स्टाफ कार चालू परिसम्पत्तियां	5.65
प्रतिभूतियों की जमा राशि, सक्रिय निधि में धरायो	10.94	कर्मचारियों को पेशगियां तथा भवनों की मरम्मत व अनुरक्षण के लिए पेशगियां आदि	7,89.03
विविध जमा आदि	21.17	भारक्षित निधियों का निवेश	23.50
		रोकड़ शेय तथा सामान्य रोकड़ शेय का निवेश	1,65,72.10
			1,41,44.21
जोड़	3,97,63.65	जोड़	3,97,63.65

17.2 कर्मचारी राज्य बीमा अधिनियम, 1948 की धारा 37 के अनुसार निगम को 5 वर्ष के अन्तराल पर केन्द्रीय सरकार के अनुमोदन से निरुक्त मूल्यांकन द्वारा अपनी परिसम्पत्तियों और देयताओं का मूल्यांकन

कराना होगा। 31 मार्च, 1979 को समाप्त पंचवार्षिक अवधि का मूल्यांकन इस उद्देश्य के लिए नियुक्त मूल्यांकक द्वारा शुरू किया गया है।

निष्पत्ति बजट

1982-83

अनुच्छेद 1—3

अनुबंध-1

31-3-1981 की स्थिति के अनुसार कर्मचारी राज्य बीमा योजना के अधीन (1) योजना के अन्तर्गत आयें कर्मचारियों (2) बीमाकृत व्यक्तियों (3) परिवार (बी०व्य०) एकाकी की संख्या की राज्य वार व्याप्ति की स्थिति का सूचक विवरण।

क्र०सं०	राज्य (केन्द्रों की संख्या सहित)	1 योजना के अन्तर्गत आयें कर्मचारियों	बीमाकृत महिलाओं की संख्या	लाभाधिकारियों की कुल संख्या	योजना के अन्तर्गत आयें वाले कर्मचारियों की संख्या केवल धारा 2(12)
1. घाटप्रदेश (44)	(1)	2,55,000	31,750	10,70,900	19,000
	(2)	2,76,000			
	(3)	2,76,000			
2. असम (14)	(1)	34,000	1,950	1,43,550	12,000
अरुणाचल प्रदेश, मेघालय, नागालैण्ड तथा त्रिपुरा	(2)	37,000			
	(3)	37,000			
3. बिहार (29)	(1)	1,60,000	20,050	7,41,100	1,60,000
	(2)	1,91,000			
	(3)	1,91,000			
4. चण्डीगढ़ (1)	(1)	19,000	1,100	85,350	—
	(2)	22,000			
	(3)	22,000			

क्रम सं०	राज्य (केन्द्रों की संख्या सहित)	1. योजना के अन्तर्गत प्रत्येक कर्मचारियों 2. बीमाकृत व्यक्तियों 3. परिवार (बी०व्यू०) एकको की संख्या	बीमाकृत महिलाओं की संख्या	लाभाधिकारियों की कुल संख्या	योजना के अन्तर्गत प्रदान वाले कर्म- चारियों की संख्या केवल द्वारा 2 (12)
1	2	3	4	5	6
5.	दिल्ली (1)	(1) 2,78,000 (2) 3,47,000 (3) 3,47,000	23,600	13,46,350	—
6.	गुजरात (15)	(1) 5,80,000 (2) 5,94,000 (3) 5,94,000	35,650	23,04,700	1,34,000
7.	हरियाणा (19)	(1) 2,05,000 (2) 2,53,000 (3) 2,53,000	19,000	9,81,650	15,500
8.	हिमाचल प्रदेश (1)	(1) 1,200 (2) 1,300 (3) 1,300	50	5,050	4,200
9.	जम्मू व कश्मीर (—)	(1) — (2) — (3) —	—	—	11,600
10.	कर्नाटक (20)	(1) 3,20,000 (2) 3,59,000 (3) 3,59,000	38,800	13,92,900	26,500
11.	केरल व माहे (34)	(1) 3,20,000 (2) 3,40,000 (3) 3,40,000	1,13,900	13,19,200	1,100
12.	मध्य प्रदेश (23)	(1) 1,75,000 (2) 2,17,000 (3) 2,17,000	15,200	8,41,950	81,000
13.	महाराष्ट्र				
	1. बम्बई क्षेत्र (1)	(1) 11,70,000 (2) 12,40,000 (3) 12,40,000	76,900	48,11,200	14,500
	2. गोवा (7)	(1) 20,000 (2) 22,000 (3) 22,000	1,350	85,350	—
	3. नागपुर क्षेत्र (10)	(1) 85,000 (2) 90,500 (3) 90,500	2,600	3,51,150	23,500
	4. पूना क्षेत्र (15)	(1) 2,57,000 (2) 2,73,000 (3) 2,73,000	13,650	10,59,250	38,500
14.	उड़ीसा (26)	(1) 1,21,000 (2) 1,28,500 (3) 1,28,500	15,400	4,98,600	42,000
15.	पाण्डिचेरी (1)	(1) 17,000 (2) 18,500 (3) 18,500	1,450	71,800	—

1	2	3	4	5	6
16. पंजाब (27)	(1)	1,80,000	11,250	8,73,000	9,600
	(2)	2,25,000			
	(3)	2,25,000			
17. राजस्थान (23)	(1)	1,40,000	15,400	6,79,000	5,800
	(2)	1,75,000			
	(3)	1,75,000			
18. तमिलनाडु (44)	(1)	4,75,000	56,300	19,86,550	35,000
	(2)	5,12,000			
	(3)	5,12,000			
19. उत्तर प्रदेश (47)	(1)	4,65,000	9,000	19,40,000	33,200
	(2)	5,00,000			
	(3)	5,00,000			
20. पश्चिमी बंगाल (9)	(1)	10,75,000	40,200	51,99,200	1,68,000
	(2)	13,40,000			
	(3)	13,40,000			
21. सम्पूर्ण भारत (411)	(1)	63,32,200	5,44,550	2,77,87,800	8,35,000
	(2)	71,61,800			
	(3)	71,61,800			

अनुसूची - 2

कर्मचारी राज्य बीमा योजना

विभिन्न शीर्षों के अस्पताल प्रति व्यक्ति व्यय

	वास्तविक 1979-80 रुपये	वास्तविक 1980-81 रुपये	परिगोष्ठित 1981-82 रुपये	बजट 1982-83 रुपये
1. नकद हितलाभ, बीमारी हितलाभ (जिस्तारित बीमारी हितलाभ सहित)	74.56	89.32	101.95	99.28
घटायी अपंगता हितलाभ	11.76	14.07	18.78	19.03
स्वायी अपंगता हितलाभ	11.03	19.01 (क)	15.91	16.81
आश्रित जन हितलाभ	2.99	7.65 (ख)	4.94	5.80
प्रसूति हितलाभ	3.43	3.55	3.47	3.43
अन्तर्देष्टि हितलाभ	0.17	0.17	0.16	0.17
अन्य हितलाभ	0.29	0.35	0.44	0.45
अशक्तता हितलाभ	—	—	—	0.15
कुल नकद हितलाभ	104.23	134.12	145.65	145.12
2. चिकित्सा देख-रेख पर व्यय (निगम का शेयर)	107.32	115.81	126.53	132.28
3. प्रशासनिक खर्च	19.27	22.90	24.68	25.86
4. अस्पताल, औषधालय (मरम्मत, अनुरक्षण व मूल्यह्रास)	3.16	3.77	4.84	5.07
5. प्रतिव्यक्ति कुल व्यय	233.98	276.60	301.70	308.33

(क) इसमें 1-4-78 से पहले के मामलों के संबंध में 1-4-80 से स्वीकृत वृद्धि के कारण एकमुश्त समायोजन की राशि (2,70.42 लाख रुपये) शामिल नहीं है।

(ख) इसमें 1-4-78 से पहले के मामलों के संबंध में 1-4-80 से स्वीकृत वृद्धि के कारण एकमुश्त समायोजन की राशि (1,59.58 लाख रुपये) शामिल नहीं है।

टिप्पणी : इस विवरण में जोखिमग्रस्त कर्मचारियों की वास्तविक संख्या के आधार पर घटनाओं की संख्या निकाली गई है।

अनुबन्ध—3

निर्माणाधीन कर्मचारी राज्य बीमा निर्माण कार्यों की प्रगति का सूचक विवरण

क्र० सं०	कार्य का नाम/स्थान	स्वीकृत धनराशि (लाख रुपये में)	कार्य प्रारम्भ होने की तारीख	1981-82 के दौरान प्राप्य संभावित उपलब्धिया	कार्य पूरा होने का सम्भावित वर्ष
1	2	3	4	5	6
1.	50 बिस्तर वाला क० रा० बी० अस्पताल, राजाहमुखी (आन्ध्र प्रदेश)	46.57	1980	60%	1982-83
2.	50 बिस्तर वाला क० रा० बी० अस्पताल गोहाटी (असम)	56.03	अगस्त, 77	80%	1982-83
3.	50 बिस्तर वाला क० रा० बी० अस्पताल, रांची (बिहार)	29.91	—	20%	—
4.	50 बिस्तर वाला क० रा० बी० अस्पताल, कलोल (गुजरात)	37.60	15-3-78	80%	1982-83
5.	50 बिस्तर वाला क० रा० बी० अस्पताल, राजकोट (गुजरात)	38.89	11-3-78	80%	1982-83
6.	150 बिस्तर वाला क० रा० बी० अस्पताल, सूरत (गुजरात)	90.75	25-8-77	80%	1982-83
7.	100 बिस्तर वाला क० रा० बी० अस्पताल, फेरोक (केरल)	41.28	—	20%	—
8.	300 बिस्तर वाला क० रा० बी० अस्पताल, इन्दिरानगर, बंगलौर (कर्नाटक)	185.01	1-5-78	70%	1982-83
9.	120 बिस्तर वाला क० रा० बी० अस्पताल, शोलापुर (महाराष्ट्र)	111.22	1979	50%	1983-84
10.	60 बिस्तर वाला क० रा० बी० अस्पताल, कोटा (राजस्थान)	81.02	1980	50%	1983-84
11.	100 बिस्तर वाला क० रा० बी० अस्पताल, आगरा (उत्तर प्रदेश)	163.19	सितम्बर, 76	100%	1981-82
12.	100 बिस्तर वाला क० रा० बी० अस्पताल, गाजियाबाद (उत्तर प्रदेश)	148.67	जनवरी, 78	100%	1981-82
13.	50 बिस्तर वाला क० रा० बी० अस्पताल सहारनपुर (उ०प्र०)	27.69	1980	60%	1982-83
14.	250 बिस्तर वाला क० रा० बी० अस्पताल, बन्देल (पं० बंगाल)	237.69	अगस्त, 76	100%	1981-82
	(1) मौजूबा क० रा० बी० अस्पताल, मंगलौर (कर्नाटक) में अतिरिक्त 40 बिस्तर	17.20	1980	70%	1982-83
	(2) मौजूबा क० रा० बी० अस्पताल, पांडुरंगर, कामपुर (उ०प्र०) में अतिरिक्त 100 बिस्तर	31.89	1980	50%	1982-83
क० रा० बी० अस्पतालों					
1.	20 बिस्तर वाला क० रा० बी० अस्पताल, तिनसुकिया (असम)	22.85	25-8-77	60%	1982-83
2.	श्रीवधालय के साथ 12 बिस्तर वाला क० रा० बी० अस्पताल, पिंजौर (हरियाणा)	क० रा० बी० श्रीवधालय के अन्तर्गत धन व्यवस्था की गई	29-10-80	—	1982-83
3.	20 बिस्तर वाला क० रा० बी० अस्पताल, गुलबर्गा (कर्नाटक)	2.48	5-10-75	100%	1981-82
4.	24 बिस्तर वाला क० रा० बी० अस्पताल, सीतापुर (उ०प्र०)	2.46	जून, 77	100%	1981-82
5.	12 बिस्तर वाला क० रा० बी० अस्पताल, उन्नाव (उ०प्र०)	1.43	दिसंबर, 76	300%	1981-82
6.	12 बिस्तर वाला क० रा० बी० अस्पताल, इटावा (उ०प्र०)	1.38	29-10-77	100%	1981-82
7.	20 बिस्तर वाला क० रा० बी० अस्पताल, कोलिवर (बिहार)	2.91	1981	25%	1982-83
क० रा० बी० श्रीवधालय :					
1.	5 डा० वाला श्रीवधालय, मालेपल्ली, हैदराबाद (आन्ध्र प्रदेश)	11.54	1977	2-9-80 से चालू	2-9-80
2.	50 बिस्तर वाला क० रा० बी० अस्पताल, राजामुन्दरी के साथ 4 डा० वाला श्रीवधालय (आन्ध्र प्रदेश)	—	1980	60%	1982-83
3.	5 डा० वाला श्रीवधालय नं० 1, सनाथनगर (आन्ध्र प्रदेश)	13.88	1981	20%	1982-83
4.	5 डा० वाला श्रीवधालय नं० 2, सनाथनगर (आन्ध्र प्रदेश)	13.88	1981	20%	1982-83
5.	क० रा० बी० अस्पताल, तिनसुकिया के साथ 4 डा० वाला श्रीवधालय (असम)	क० रा० बी० अस्पताल के अन्तर्- गत धन व्यवस्था की गई	25-8-77	क० रा० बी० अस्पताल के अन्तर्- गत धन व्यवस्था की गई	1982-83
6.	1 डा० वाला श्रीवधालय, धम्बोना (बिहार)	1.94	—	श्रीवधालय का निर्माण बन्द कर दिया है	
7.	5 डा० वाला श्रीवधालय, मुंजेर (बिहार)	5.30	जनवरी, 70	50%	1982-83

क्र०सं०	कार्य का नाम/स्थान	स्वीकृत धनराशि (लाख रुपयों में)	कार्य प्रारंभ होने की तारीख	1981-82 के दौरान प्राप्य संभावित उपसब्धियाँ	कार्य पूरा होने का संभावित वर्ष
8	6 डा० वाला औषधालय, कटिहार (बिहार)	4.96	1978	100%	1981-82
9	5 डा० वाला औषधालय, लाल दरवाजा (गुजरात)	14.16	25-10-74	100%	1981-82
10	5 डा० वाला औषधालय, प्रतापनगर (गुजरात)	9.20	1980	50%	1982-83
11	3 डा० वाला औषधालय, सेक्टर-27 बी, फरीदाबाद (हरियाणा)	13.47	1978	100%	1981-82
12	3 डा० वाला औषधालय, एन० एच० 5, फरीदाबाद (हरियाणा)	13.09	12-7-79	100%	1982-83
13	3 डा० वाला औषधालय, गुडगांव (हरियाणा)	6.90	1980	60%	1982-83
14	4 डा० वाला औषधालय, पिजौर (हरियाणा)	16.30	29-10-80	60%	1982-83
15	4 डा० वाला औषधालय, नं० 1 काटनपेट, बंगलौर (कर्नाटक)	12.60	1978	60%	1982-83
16	औषधालय नं० 1 काटनपेट, बंगलौर के साथ 1 डा० वाला औषधालय नं० 2 (कर्नाटक)	—	1978	औषधालय नं० 1 के अस्तित्व में व्यवस्था की गई	1982-83
17	4 डा० वाला औषधालय, हथियानगर, बंगलौर (कर्नाटक)	9.27	1978	40%	1982-83
18	4 डा० वाला औषधालय जयानगर, नवां ब्लॉक, बंगलौर (कर्नाटक)	9.35	18-5-79	40%	1982-83
19	4 डा० वाला औषधालय, विवेक नगर (कर्नाटक)	9.27	1-6-79	40%	1982-83
20	4 डा० वाला औषधालय, जयराजन कालोनी, बंगलौर (कर्नाटक)	9.27	1-8-79	80%	1982-83
21	4 डा० वाला औषधालय, मैसूर रोड, बंगलौर (कर्नाटक)	9.42	9-8-79	80%	1982-83
22	4 डा० वाला औषधालय, विलियम टाउन, बंगलौर, (कर्नाटक)	9.40	1-5-79	90%	1982-83
23	4 डा० वाला औषधालय, श्रीबुगोडी बंगलौर (कर्नाटक)	9.35	19-5-79	40%	1982-83
24	4 डा० वाला औषधालय, श्री रामपुरम, बंगलौर (कर्नाटक)	9.50	1978	40%	1983-84
25	4 डा० वाला औषधालय नं० 1, अंजनेया स्वामी मन्दिर, बंगलौर (कर्नाटक)	9.65	18-5-79	80%	1982-83
26	औषधालय नं० 1, बंगलौर के साथ 4 डा० वाला औषधालय नं० 2, अंजनेया स्वामी मन्दिर, बंगलौर (कर्नाटक)	—	28-5-79	80%	1982-83
27	4 डा० वाला औषधालय, फ्रेजर टाउन, बंगलौर (कर्नाटक)	9.95	4-6-79	80%	1982-83
28	3 डा० वाला औषधालय, बामबानगुडी, बंगलौर (कर्नाटक)	12.60	1981	20%	1982-83
29	2 डा० वाला औषधालय, चकई (केरल)	3.58	1978	30%	1982-83
30	4 डा० वाला औषधालय, अलगप्पानगर (केरल)	8.57	1978	75%	1982-83
31	4 डा० वाला औषधालय, अलापुरम (केरल)	5.47	1978	50%	1982-83
32	3 डा० वाला औषधालय, पारम्बूर (केरल)	5.38	28-9-77	25%	1982-83
33	3 डा० वाला औषधालय, हीराकुंड (उड़ीसा)	14.96	1978	80%	1982-83
34	3 डा० वाला औषधालय, गांधीनगर (पश्चिमबेरी)	16.85	1981	30%	1982-83
35	5 डा० वाला औषधालय, मुबारकपुर (पश्चिमबेरी)	20.79	1981	30%	1982-83
36	2 डा० वाला औषधालय, राजपुरा (पंजाब)	6.71	1980	80%	1982-83
37	2 डा० वाला औषधालय, खन्ना (पंजाब)	6.40	1981	35%	1982-83
38	3 डा० वाला औषधालय, हांडेरी कला (पंजाब)	4.61	1978	40%	1982-83
39	3 डा० वाला औषधालय, खरड (पंजाब)	6.89	1978	60%	1982-83
40	5 डा० वाला औषधालय, अम्बा बाही (राजस्थान)	7.28	1979	25%	1983-84
41	2 डा० वाला औषधालय, अजमेर (राजस्थान)	4.60	1979	25%	1983-84
42	4 डा० वाला औषधालय, भरतपुर (राजस्थान)	7.18	1980	30%	1983-84
43	5 डा० वाला औषधालय, दुडियालूर (तमिलनाडु)	13.18	1980	80%	1983-84
44	5 डा० वाला औषधालय, तूही, कानपुर (उ० प्र०)	8.99	1978	60%	1982-83
45	3 डा० वाला औषधालय, सामपुर, तामिक (महाराष्ट्र)	5.09	17-12-79	100%	1981-82
कार्यालय भवन तथा स्टाफ क्वार्टर					
1.	स्थानीय कार्यालय, सनाथ नगर, हैदराबाद (आंध्र प्रदेश)	2.64	1980	100%	1981-82

क्र०सं० कार्य का नाम/स्थान	स्वीकृत धनराशि (लाख रुपयों में)	कार्य प्रारंभ होने की तारीख	1981-82 के प्रारंभ के संभावित संशोधन	कार्य पूरा होने का संभावित वर्ष
2. क्षेत्रीय कार्यालय, पटना (बिहार)	35.00	22-4-78	90%	1982-83
3. स्थानीय कार्यालय, पार्सोलेट, बड़ौदा (गुजरात)	3.91	1978	100%	1981-82
4. क्षेत्रीय कार्यालय, बिल्कीफोर्ड बिलोर (कर्नाटक)	57.38	15-11-78	70%	1982-83
5. क० रा० बी० प्रौद्योगिकी के साथ स्थानीय कार्यालय कराधिन मामलाही (कर्नाटक)	—	—	प्रौद्योगिकी के प्रारंभ के व्यवस्था की गई।	—
6. क० रा० बी० प्रौद्योगिकी के साथ स्थानीय कार्यालय श्रीरामपुरम (कर्नाटक)	—	—	प्रौद्योगिकी के प्रारंभ के व्यवस्था की गई।	—
7. क० रा० बी० प्रौद्योगिकी के साथ स्थानीय कार्यालय काठनपेट (कर्नाटक)	—	—	प्रौद्योगिकी के प्रारंभ के व्यवस्था की गई।	—
8. क० रा० बी० प्रौद्योगिकी के साथ स्थानीय कार्यालय, सातपुर, नासिक, (महाराष्ट्र)	2.26	—	प्रौद्योगिकी के प्रारंभ के व्यवस्था की गई।	—
9. 32 अतिरिक्त टाईप-2 स्टाफ क्वार्टर, अन्धेरी, बरसोवा, बम्बई, (महाराष्ट्र)	20.58	1979	80%	1981-82
10. 8 टाईप-बी स्टाफ क्वार्टर, अन्धेरी, बरसोवा, बम्बई (महाराष्ट्र)	11.80	1981	80%	1982-83
11. स्टाफ क्वार्टर, अम्बरनाथ (महाराष्ट्र)	2.76	1981	70%	1982-83
12. स्थानीय कार्यालय, भुवनाखिया, उज्जैन (मध्य प्रदेश)	1.27	1979	60%	1982-83
13. स्टाफ क्वार्टर, नेहरू नगर, इन्दौर (मध्य प्रदेश)	26.70	1979	100%	1981-82
14. स्थानीय कार्यालय, बुरहानपुर (मध्य प्रदेश)	3.72	1978	80%	1982-83
15. स्थानीय कार्यालय तथा स्टाफ क्वार्टर, सतना (मध्य प्रदेश)	2.66	अगस्त, 80	100%	1981-82
16. लघु स्थानीय कार्यालय, तथा स्टाफ क्वार्टर, होराकुंड (उड़ीसा)	3.09	1979	100%	1981-82
17. स्थानीय कार्यालय तथा स्टाफ क्वार्टर, भीमर (उड़ीसा)	4.31	1979	60%	1982-83
	(विवाद के कारण कार्य रोक दिया गया था)			
18. स्थानीय कार्यालय, बृजराज-नगर (उड़ीसा)	1.16	1979	60%	1982-83
19. क्षेत्रीय कार्यालय, भवनेश्वर (उड़ीसा)	17.96	1978	80%	1982-83
20. स्थानीय कार्यालय, गिन्डी (तमिलनाडु)	3.09	28-7-80	80%	1982-83
21. क्षेत्रीय कार्यालय, मद्रास (तमिलनाडु) (3 तल 22-1-81 की जालू किए गए)	65.77	1975	80%	1982-83
	(3 तल 22-1-81 से जालू किए जा चुके हैं)			
22. स्थानीय कार्यालय तथा स्टाफ क्वार्टर, मेदूर (तमिलनाडु)	6.63	1981	30%	1982-83
23. स्थानीय कार्यालय, कबाड़ी मार्केट, कानपुर (उत्तर प्रदेश)	1.89	1978	100%	1981-82
	(निर्माण कार्य पूरा हो चुका है परन्तु पानी तथा बिजली न मिलने के कारण स्थानीय कार्यालय अभी जालू नहीं हुआ है)			
24. स्थानीय कार्यालय, जुही, कानपुर (उत्तर प्रदेश)	2.75	1981	50%	1982-83
25. 52 स्टाफ क्वार्टर, साफ्ट लोक, कलकत्ता (पश्चिमी बंगाल)	30.69	4-4-77	100%	1981-82
26. क्षेत्रीय कार्यालय, अन्नमनी, जयपुर (राजस्थान)	17.62	25-7-80	30%	1982-83
27. स्थानीय कार्यालय तथा स्टाफ क्वार्टर, कोटा (राजस्थान)	3.76	1981	40%	1982-83

ऐसी नई परियोजनाओं का सूचक विवरण जिनके लिये 1982-83 के वर्ष के लिये बजट व्यवस्था की गई है।

क्र.सं.	क्र० रा० बी० अस्पताल
1	क्र० रा० बी० अस्पताल धनोनी में अतिरिक्त स्टाफ क्वार्टर (आन्ध्र प्रदेश)
2	50 बिस्तर वाला क्र० रा० बी० अस्पताल, नवियाड (गुजरात)
3	50 बिस्तर वाला क्र० रा० बी० अस्पताल, कम्बे (गुजरात)
4	50 बिस्तर वाला क्र० रा० बी० अस्पताल, बापी (गुजरात)
5	50 बिस्तर वाला क्र० रा० बी० अस्पताल, बहादुरगढ़ (हरियाणा)
6	50 बिस्तर वाला क्र० रा० बी० अस्पताल, भोपाल (म.प्र.)
7	50 बिस्तर वाला क्र० रा० बी० अस्पताल, नागवा (म.प्र.)
8	50 अतिरिक्त बिस्तर वाला क्र० रा० बी० अस्पताल, खालियर (म.प्र.)
9	100 बिस्तर वाला क्र० रा० बी० अस्पताल, कोल्हापुर (महाराष्ट्र)
10	50 बिस्तर वाला स्वास्थ्य लाभ गृह, बाशी (महाराष्ट्र)
11	50 बिस्तर वाला क्र० रा० बी० अस्पताल, मण्डी गोविन्दगढ़ (पंजाब)
12	97 अतिरिक्त बिस्तर वाला क्र० रा० बी० अस्पताल, जयपुर (राजस्थान)
13	50 बिस्तर वाला क्र० रा० बी० अस्पताल, पाली (राजस्थान)
14	50 बिस्तर वाला क्र० रा० बी० अस्पताल, जोधपुर (राजस्थान)
15	50 बिस्तर वाला क्र० रा० बी० अस्पताल, भीलवाड़ा (राजस्थान)
16	50 बिस्तर वाला क्र० रा० बी० अस्पताल, मेटरम, (तमिलनाडु)
17	50 बिस्तर वाला क्र० रा० बी० अस्पताल, शिवाकाशी, (तमिलनाडु)
18	50 बिस्तर वाला क्र० रा० बी० अस्पताल, त्रिविरापल्ली (तमिलनाडु)
19	50 बिस्तर वाला क्र० रा० बी० अस्पताल, अवीग (उ.प्र.)
20	50 बिस्तर वाला क्र० रा० बी० अस्पताल, खरेली (उ.प्र.)
21	क्र० रा० बी० अस्पताल, मोदीनगर में 50 बिस्तर वाले स्वास्थ्य लाभ गृह का निर्माण (उत्तर प्रदेश)

क्र० रा० बी० अर्नेक्सी

- क्र० रा० बी० अस्पताल सान्ध नगर में क्र० रा० बी० बाई (आन्ध्र प्रदेश)
- एम० एम० एम० (मेडिकल कालेज) अस्पताल, जयपुर में 50 बिस्तर वाली क्र० रा० बी० अर्नेक्सी (राजस्थान)
- क्र० रा० बी० औषधालय
- क्र० रा० बी० औषधालय, नं० 1 सान्ध नगर (आन्ध्र प्रदेश)
- क्र० रा० बी० औषधालय, नं० 2 सान्ध नगर, हैदराबाद (आन्ध्र प्रदेश)
- क्र० रा० बी० औषधालय, भारवेरीडा (असम)
- क्र० रा० बी० औषधालय, नन्ध नगरी (दिल्ली)

क्र० सं०	क्र० रा० बी० औषधालय
5.	क्र० रा० बी० औषधालय, इम्र नाह, नई दिल्ली
6	क्र० रा० बी० औषधालय, रघुबीर नगर, (दिल्ली)
7.	क्र० रा० बी० औषधालय, मोलमपुर (दिल्ली)
8.	क्र० रा० बी० औषधालय, रोहतक (हरियाणा)
9.	क्र० रा० बी० औषधालय, ग्राम लाखडा सोनीपत (हरियाणा)
10.	क्र० रा० बी० औषधालय, हिसार (हरियाणा)
11.	क्र० रा० बी० औषधालय, सैक्टर 15-ए, फरीदाबाद (हरियाणा)
12.	क्र० रा० बी० औषधालय, सैक्टर-28, फरीदाबाद (हरियाणा)
13.	क्र० रा० बी० औषधालय, मुनिरेडोपलिया (महाराष्ट्र) बंगलोर (कर्नाटक)
14.	क्र० रा० बी० औषधालय, नंजनगुड, बंगलोर (कर्नाटक)
15.	क्र० रा० बी० औषधालय, बान्नानगुडो (कर्नाटक)
16.	क्र० रा० बी० औषधालय, शोलापुर (महाराष्ट्र)
17.	क्र० रा० बी० औषधालय, मैरोल इन्डस्ट्रियल एरिया, अंधेरो (महाराष्ट्र)
18.	क्र० रा० बी० औषधालय, बन्लारपुर (महाराष्ट्र)
19.	क्र० रा० बी० औषधालय, कुम्हारो (म.प्र.)
20.	क्र० रा० बी० औषधालय, बारवोल (उड़ीसा)
21	क्र० रा० बी० औषधालय, प्रोरा इन्द्रा (राजस्थान)
22.	क्र० रा० बी० औषधालय, वराला (पंजाब)
23.	क्र० रा० बी० अस्पताल कम्प्लैक्स लुधियाना में क्र० रा० बी० औषधालय (पंजाब)
24	क्र० रा० बी० औषधालय नं० 2, पाली (राजस्थान)
25	क्र० रा० बी० औषधालय किशनगढ़ (राजस्थान)
26	क्र० रा० बी० औषधालय, भद्रापुर (तमिल नाडु)
27	क्र० रा० बी० औषधालय, तिरुनेलवेली (तमिल नाडु)
28.	क्र० रा० बी० औषधालय, गणपथि (तमिल नाडु)
29.	क्र० रा० बी० औषधालय, माहपुरी, वाराणसी (उ.प्र.)
30.	क्र० रा० बी० औषधालय, चुक भिर्वापुर (उ.प्र.)
31.	क्र० रा० बी० अस्पताल, साहलेक मानिकगोला के लिए अतिरिक्त स्टाफ क्वार्टर (पश्चिमी बंगाल)

कार्यालय भवन तथा स्टाफ क्वार्टर

- स्टाफ क्वार्टर मुक्तेश्वर, (उड़ीसा)
- क्षेत्रीय कार्यालय तथा स्टाफ क्वार्टर, इंदौर (म.प्र.)
- स्थानीय कार्यालय, जूही, कानपुर (उ.प्र.)
- स्थानीय कार्यालय, विक्रमसिंहपुरम (तमिल नाडु)
- स्थानीय कार्यालय कोविलपट्टी (तमिल नाडु)
- मेटूर (तमिल नाडु)
- स्थानीय कार्यालय, गणपथि (तमिल नाडु)
- स्थानीय कार्यालय, भवदी (तमिल नाडु)
- स्थानीय कार्यालय, पारावाड (तमिल नाडु)
- स्थानीय कार्यालय तिरुनेलवेली (तमिल नाडु)

[सं० जी०-200/7/5/81-एन० आई०]

ए० के० मट्टरारी, अवर सचिव

New Delhi, the 20th May, 1982

SO. 1360.—In pursuance of Section 36 of the Employees' State Insurance Act, 1948 (34 of 1948), the Financial Estimates and Performance Budget of the Employees' State Insurance Corporation for the year 1982-83 is hereby published for general information.

**EMPLOYEES' STATE INSURANCE CORPORATION
FINANCIAL ESTIMATES
AND
PERFORMANCE BUDGET**

1982-83

**EMPLOYEES' STATE INSURANCE CORPORATION
EXPLANATORY MEMORANDUM ON THE REVISED
ESTIMATES FOR THE YEAR 1981-82 AND
BUDGET ESTIMATES FOR THE YEAR 1982-83**

The Budget Estimates of the Receipts and Expenditure of the Employees' State Insurance Corporation for the financial year 1981-82 were approved by the Standing Committee and the Corporation at the meetings held on the 6th February, 1981 and 7th February, 1981 respectively. These were approved by the Central Government.

2. The Budget Estimates 1981-82 covered—

- (i) provisions needed for the running of the Scheme in various Centres where it has already been implemented, and
- (ii) funds needed for the extension of the Scheme to new areas/new classes of establishments.

3. At the time of preparing the Budget Estimates for 1981-82, it was anticipated that the coverage under the Employees' State Insurance Scheme would be 63 32 lakhs employees. The above target was, however, achieved during the year 1980-81 itself (coverage as on 31-3-1981 was 63 32 lakhs).

4. Appendix-I shows State-wise total coverage where the Scheme has already been implemented upto 30-11-1981 & additional areas including new sectors of employment, along-with the dates, where the Scheme is expected to be implemented during 1981-82 and 1982-83. These areas have been determined in consultation with the State Governments.

5. The Revised Estimates for the financial year 1981-82 and Budget Estimates for the year 1982-83 have been prepared in the light of the revised programme of implementation.

BUDGET STATEMENTS

6.2 The tabulated Budget Statements 'A' and 'B' contain actuals of receipts and expenditure, respectively, for the year 1980-81, Revised Estimates for 1981-82 and Budget Estimates for 1982-83.

6.2 The table below shows the estimates at a glance.

BUDGET AT A GLANCE

Head of Account	1980-81 Actuals	1981-82 Estimates		1982-83 Budget Estimates
		Budget	Revised	
(Rupees in lakhs)				
REVENUE RECEIPTS				
Contributions	1,79,76 57	1,88,80.00	1,88,80.00	1,95,30 00
Interest and Dividends	4,62 48	5,20 13	3,05 95 (a)	27,82 13(a)
Compensations	2,97 67	2,87.56	2,78 39	3,13 15
Rents, Rates and Taxes	4,86 15	4,46.00	5,51 09	6,30 01
Other Heads (b)	98.66	1,07.78	1,32 45	89 97
Total Revenue Receipts	1,93,21.53	2,02,41 47	2,01,47.88	2,33,45.26
EXPENDITURE ON REVENUE ACCOUNT				
1. Benefits				
A. Medical Benefits	71,78.51	79,98 88	81,22.68	86,77.33
B. Cash Benefits	80,41 45	77,60 46	90,75 28	93,75.81
C. Other Benefits	21.68	22 14	27 79	29.07
Total Benefits	1,52,41.64	1,57,81 48	1,72,25.75	1,80,82.21
2. Administration expenses	14,10.42	15,38.99	15,74 30	16,84.57
3. Hospitals/Dispensaries (Depreciation, Repairs & Maintenance)	2,32.08	2,91.90	3,08.65	3,30.14
4. (i) Capital Construction Reserve Fund	17,92.83	18,88.00	9,44.00	28,97 00
(ii) Emergency Reserve Fund	1,28.91	1,48.22	95 18	1,00.00
Total expenditure on Revenue Account	1,88,05 88	1,96,48.59	2,01,47 88	2,30,93 92
Excess of income over expenditure	5,15.65	5,92.88	Nil (c)	2,51.34

(a) See paragraph 9.6

(b) Includes share of Delhi Administration towards medical benefits and other heads of revenue.

(c) See paragraph 17.

(Rupees in lakhs)

Head of Account	1980-81	1981-82		1982-83
	Actuals	Budget	Estimates Revised	Budget Estimates
EXPENDITURE OUTSIDE THE REVENUE ACCOUNT				
Expenditure on Capital Account	10,40.62	8,50.60	10,23.78	12,30.00
Opening Cash Balance	7,54.66	6,36.09	9,37.57	6,90.00
Closing Cash Balance	9,37.57	6,40.00	6,90.00	7,10.00

Brief explanations for some of the important items under the various heads are furnished in the following paragraphs.

7. Contributions.—Employer's and Employee's shares of contribution are payable by the employer as per rates in Schedule I of the Employee's State Insurance Act, 1948 as modified by the Employee's State Insurance Amendment Act, 1975.

8.1 Medical Benefits.—The expenditure under the head "A-Medical Benefits", except for the Union Territory of Delhi where the Scheme is directly administered by the Corporation, is initially incurred by the State Governments and is later shared between the Corporation and the State Governments in the prescribed ratio of 7:1. The maximum shareable amount is subject to the ceilings fixed by the Corporation from time to time. The provision made under this head is intended to cover the Corporation's share of the expenditure.

8.2 Ceiling on Expenditure on Medical Benefits.—The ceilings of yearly shareable expenditure on medical benefits for employees are as follows from 1st April, 1980.

Type of Medical Care	Amount of ceiling, per employee
Restricted	Rs. 70
Expanded	Rs. 85
Full	Rs. 120

Further expenditure on drugs, medicines and dressing exceeding Rs. 25 but not exceeding Rs. 50 per employee family unit per annum is allowed over and above the rates of ceiling.

The rent of buildings owned by the Employees' State Insurance Corporation and charged to the E.S.I. Scheme, is kept outside, the ceiling but is shared between the State Governments and the Corporation in the usual ratio.

8.3 Payments to State Governments.—The Corporation makes during the year 'On Account' payment upto 90% of its share of expenditure on medical benefits, on the basis of expenditure statements received from the State Governments, subject to adjustments on receipt of audit certificates from the concerned State Accountant General.

8.4 Expenses incurred directly by the Corporation.—The provision made under the head "Medical treatment and care and maternity facilities—expenses incurred directly by the Corporation" includes the estimated cost of administration of the Medical Care to the Insured Persons and their families in the Union Territory of Delhi. The anticipated recovery at the rate of 1/8th of shareable amount has been taken into account in the Revised Estimates 1981-82 and Budget Estimates 1982-83 on the Revenue side under the head "State Governments/Union Territories" share towards medical benefits initially incurred by the Corporation".

REVISED ESTIMATES FOR THE YEAR 1981-82

I—RECEIPTS

9.1 The Revenue of the Corporation for the current year (1981-82) is now estimated at Rs. 2,01,47.88 lakhs as against Rs. 2,02,41.47 lakhs assumed in the Budget.

Contributions :

9.2 The income from contributions is retained at Rs. 1,88,80.00 lakhs as was estimated at the budget stage.

9.3 The total number of 'covered' employees as on 30-11-1981 was 63.60 lakhs and about 0.64 lakh more employees are likely to be added by the end of the financial year by way of extension of the Scheme and additional coverage in the existing implemented areas. The Revised Estimates take into account the anticipated additional coverage.

9.4 The determined arrears of contributions for the period upto 30th November, 1980, as on 31st March, 1981, was Rs. 41,23.56 lakhs. The Corporation has already taken legal action for recovery of the entire amount of the outstanding arrears. Out of the above amount, a sum of Rs. 66.69 lakhs has been recovered upto 30th September, 1981. Concerted efforts are being made by the Corporation for recovery of the remaining arrears. It may, however, be stated that the Corporation has to depend on State Governments for recovery of arrears.

Share of Delhi Administration towards Medical Benefits :

9.5 The responsibility for provision of medical care to the insured persons and their families in Delhi was taken over by the Corporation with effect from the 1st April, 1962. In accordance with the approved arrangements, 1/8th of expenditure incurred by the Corporation together with such expenditure as may be in excess of the prescribed ceiling on medical care is recoverable from the Delhi Administration. Provision of Rs. 95.19 lakhs, under the head "State Governments/Union Territories share towards medical benefits initially incurred by the Corporation" represents the amount payable by the Delhi Administration for the earlier years.

Interest and Dividends :

9.6 The estimates cover interest received on investment of General Cash Balance, non-earmarked reserve funds (Emergency Reserve Fund) and Provident Fund, interest received on advances to the employees of the Corporation and interest on loans to Maharashtra Government paid upto the year 1977-78 for expansion of hospital and dispensary buildings.

The decrease in the receipt in the Revised Estimates 1981-82 is mainly on account of (i) deduction of interest (Rs. 53.55 lakhs) payable to the subscribers to the ESIC Provident Fund, and (ii) the investments yielding monthly interest on maturity, were reinvested under the 'Reinvestment Plan', which yields cumulative interest at the end of fixed term.

Compensations :

9.7 Where the incidence of Sickness Benefit payments to insured persons in any State is found to exceed the all India average, the amount of such excess is shared between the State Government and Corporation in accordance with the provisions contained in Section 58(2) of the FSI Act. Similarly, where the Corporation considers that the incidence of sickness among insured persons is excessive by reasons of—

- insanitary working conditions in factory or establishment or the neglect of the owner or occupier of the factory or establishment to observe any health regulation enjoined on him by or under any enactment, or
- insanitary conditions of any tenements or lodgings occupied by insured persons and such insanitary conditions are attributable to the neglect of the owner of the

factory or the establishment to observe any health regulations enjoined on him;

the Corporation may, in accordance with the provisions contained in Section 69 of the ESI Act, 1948, recover the extra expenditure incurred on account of sickness benefit from the owner or occupiers of the factory or establishment.

The provision made in the Revised Estimates 1981-82, is Rs. 2,78.39 lakhs. This includes recovery towards excessive Sickness Benefits from the State Governments of Andhra Pradesh (Rs. 5.52 lakhs), Bihar (Rs. 7.28 lakhs), Karnataka (Rs. 40.43 lakhs), Kerala (Rs. 3.27 lakhs), Madhya Pradesh (Rs. 33.54 lakhs), Pondicherry (Rs. 0.13 lakh) and Tamil Nadu (Rs. 1,87.92 lakhs).

9.8 Rents, Rates and Taxes in respect of—

- (i) Office Buildings (including staff quarters), and
- (ii) Hospitals/Dispensaries (including staff quarters)

The rent in respect of hospital and dispensary buildings constructed by the Corporation forms a part of the shareable expenditure incurred by the State Governments on the provision of medical benefits to the insured persons. It, thus, gets automatically apportioned between the Corporation and the State Governments in the prescribed ratio of 7 : 1.

Fees, Fines & Forfeitures :

9.9 These include receipts on account of licence fee from the employers for use of Franking Machines by them and also damages levied on the employers for failure to pay dues of the Corporation and/or non-submission of contribution cards in time.

Miscellaneous Receipts :

These include receipts on account of cost of duplicate identity cards, recoveries of over payments and disallowances in Audit, recoveries of leave salary and pension contributions, employees' contribution towards C.G.H.S., recoveries of service expenditure incurred in previous years which cannot be taken to the corresponding revenue heads, recoveries of cost of law suits including amounts decreed by courts and recoveries of Cash Benefits etc.

II—EXPENDITURE

10. The expenditure on Revenue Account in the current year (1981-82) is now estimated to be Rs. 2,01,47.88 lakhs as against Rs. 1,96,48.59 lakhs anticipated in the Budget.

BENEFIT TO INSURED PERSONS & THEIR FAMILIES

A—MEDICAL BENEFITS

11.1 The total provision under this head is Rs. 81,22.68 lakhs (includes arrear payments of Rs. 10,33.16 lakhs for earlier years) which comprises Rs. 76,94.28 lakhs as Corporation's share of expenditure incurred by the State Governments on providing medical care, Rs. 4,28.40 lakhs as expenditure on Medical Benefits in Delhi where the Scheme is directly administered by Corporation and Rs. 10.00 lakhs towards the payment of confinement fees made directly by Local Offices in Greater Bombay to the women employees and wives of insured persons. In respect of Delhi, the recovery of 1/8th expenditure has been taken into account on the receipt side of the Budget Estimates 1982-83. The 1/8th share of confinement charges due from Maharashtra State will be adjusted while reimbursing its claim for expenditure on medical benefits.

An amount of Rs. 10,33.16 lakhs has been provided to meet the past liabilities expected to be settled during the current financial year against the provision of Rs. 10,94.86 lakhs in the Budget Estimates 1981-82.

The increase in the Revised Estimates 1981-82 in the expenditure on Medical Benefits is mainly due to improvement in the type of medical care and increase in coverage.

B—CASH BENEFITS

11.2 Provision of Rs. 90,75.28 lakhs in the Revised Estimates 1981-82 made for the various Cash Benefits, vide details in the Statement 'B', against the original provision of Rs. 77,60.46 lakhs, is based on the progress of actuals for the first eight months of the financial year 1981-82 and the anticipated requirement for the remaining months.

There has been in the case of Sickness Benefit a trend towards an increase in the average number of benefit days per annum per employee. The average amount of daily rate of Sickness Benefit and Temporary Disablement Benefit per employee has also shown a trend towards increase as shown below:—

		Sickness Benefit	Temporary Disablement Benefit
Average number of	1977-78	6.0	0.97
benefit days per annum	1978-79	6.8	1.13
per employee	1979-80	7.8	1.10
	1980-81	8.0	1.19
Average benefit rate	1977-78	Rs. 8.31	Rs. 9.39
per day per employee	1978-79	Rs. 8.92	Rs. 10.10
	1979-80	Rs. 9.34	Rs. 10.72
	1980-81	Rs. 10.29	Rs. 11.79

The increase in the average number of benefit days per annum per employee in the case of Sickness Benefit and the average benefit rate per day per employee in the case of Sickness Benefit and Temporary Disablement Benefit, have resulted in increased provisions in the Revised Estimates 1981-82.

The State Governments have been advised to curb lax certification and exercise better control by monitoring the requisite data. A Committee was set up to look into the question of lax certification during strikes, lay off etc. The report of that Committee was placed before the Standing Committee and the Corporation.

C—OTHER BENEFITS

12. A provision of Rs. 27.79 lakhs has been made in the Revised Estimates against the Budget Estimates of Rs. 22.14 lakhs under C-Other Benefits to cover expenses on miscellaneous items e.g. fees paid to Medical Boards and Appeal Tribunals, the payments made to Insured Persons in reimbursement of the expenditure incurred direct by them on transport for appearing before Medical Boards and Medical Referees and also expenditure on the loss of wages payable to the Insured Persons for appearing before the Medical Boards, and other miscellaneous expenses including fee paid for post mortem examination of Insured Persons and charges payable to Police authorities for obtaining police reports and other statements for deciding cases of employment injury etc.

ADMINISTRATION EXPENSES

13. The total expenditure on Administration during the year 1981-82 is now anticipated at Rs. 15,74.30 lakhs as against Rs. 15,38.99 lakhs anticipated at the budget stage. The provision is based on the actual expenditure incurred during the first

seven months of 1981-82 (including actuals of pay and allowances for eight months) and the expenditure likely to be incurred during the remaining five months of the year. The latter includes expenditure on certain items which are adjusted annually at the close of the year, viz. annual maintenance and depreciation charges transferred to Reserve Funds, Corporation's Contribution to Pension Reserve Fund and the Employees' State Insurance Corporation Contribution Provident Fund etc.

The reasons for increased provision in Revised Estimates 1981-82 are briefly as under :

A—Salary:

- (i) Increase in dearness allowance with effect from 1-12-1980, 1-2-1981, 1-4-1981, 1-6-1981 sanctioned during the year 1981-82.
- (ii) Ad hoc payment of 23 days' wages to the employees drawing emoluments upto Rs. 1,600/-per month (Rs. 49.09 lakhs).

B—Contingencies:

The provision under this head has been retained as per the Budget Estimates 1981-82, already approved by the Central Government.

C—Other Charges:

The savings in the Revised Estimates 1981-82 are mainly on account of deduction of interest (Rs. 53.55 lakhs) payable to the subscribers to the ESIC Provident Fund, as the same is now being charged per contra debit to the interest realised on investment of Provident Fund Deposits.

HOSPITALS/DISPENSARIES

14. The provision under this head comprises (i) depreciation of hospital and dispensary buildings (Rs. 61.73 lakhs) and (ii) repair and maintenance of these buildings (Rs. 2,46.92 lakhs) at the rate of 4% of capital cost fixed for the purpose.

CONTRIBUTIONS TO CAPITAL CONSTRUCTION AND EMERGENCY RESERVE FUNDS

Capital Construction Reserve Funds:

15.1 In accordance with the provision of Section 28(iv) of the Employees' State Insurance Act, 1948, one of the purposes for which the Employees' State Insurance Fund shall be expended is "establishment and maintenance of hospitals, dispensaries and other institutions and the provision of medical and other ancillary services for the benefit of insured persons and, where the medical benefit is extended to their families, their families". In its meeting held on the 2nd February, 1974, the Corporation decided that 10% of the total revenue derived from Employers' and Employees' contribution may be credited to the Capital Construction Reserve Fund for construction of hospitals, dispensaries and other Medical institutions, and office buildings and staff quarters in the ratio of 8 : 2, respectively.

A provision of Rs. 9,44.00 lakhs has been made in the Revised Estimates 1981-82 at the rate of 5% of income from contributions, as sufficient funds are not available on account of the following reasons :

- (i) Income from 'Interest and Dividends' has decreased on account of investment in the 'Reinvestment Plan' under which the interest will be available on maturity from 1982-83 onwards.
- (ii) The expenditure on Cash Benefits has increased by Rs 13,14.82 lakhs over the Budget Estimates 1981-82.
- (iii) The expenditure on Medical Benefits has increased by Rs. 1,23.80 lakhs over the Budget Estimates 1981-82.

The short fall of Rs. 9,44.00 lakhs has been made good in the Budget Estimates 1982-83.

Emergency Reserve Fund :

15.2 As decided by the Corporation in its meeting held on 17th March, 1973, 20% of the excess of income over expenditure subject to a minimum of Rs. one crore (whole of the excess when it is less than Rupees one crore) is to be credited to the Emergency Reserve Fund. Accordingly, provision of Rs. 95.18 lakhs has been made in the Revised Estimates 1981-82.

Expenditure on Capital Account

16.1 At the time of preparation of Budget Estimates 1981-82, the expenditure on construction works was estimated at Rs. 8,50.00 lakhs (Rs 1,07.92 lakhs for construction of office buildings and staff quarters and Rs. 7,42.08 lakhs for construction of hospitals, dispensaries and staff quarters therein). Taking into account the progress of projects undertaken, the Revised Estimates provide for Rs 10,22.00 lakhs (Rs. 1,64.00 lakhs for construction of office buildings and staff quarters and Rs. 858.00 lakhs for construction of hospitals, dispensaries and staff quarters therein).

16.2 A provision of Rs. 1.78 lakhs has been made in the Revised Estimates 1981-82 for purchase of new staff cars, against the provision of Rs 0.60 lakh made in the Budget Estimates 1981-82.

EXCESS OF INCOME OVER EXPENDITURE

17. At the Budget stage the excess of income of Rs 5,92.88 lakhs over expenditure was estimated. However, as per Revised Estimates there is no excess of income over expenditure. The decrease can be broadly analysed as under—

Increase in expenditure on:	(Rupees in lakhs)
I. (a) Medical Benefits	1,23.80
(b) Cash Benefits	13,14.82
(c) Other Benefits	5.65
(d) Administration Expenses	33.31
(e) Hospitals & Dispensaries (Depreciation, Repairs & Maintenance)	16.75
(f) Capital Construction Reserve Fund	(—)9,44.00
(g) Emergency Reserve Fund	(—)53.04
Total—I	4,99.29

	(Rs. in lakhs)
II. Shortfall in Revenue Receipts	93.59
Net decrease	5,92.88

BUDGET ESTIMATES FOR THE YEAR 1982-83

I—RECEIPTS

Contributions :

18.1 Income on account of contributions (Employers' and Employees' Shares) has been estimated at Rs. 1,95,30.00 lakhs bearing in mind (a) Revised Estimates 1981-82, (b) expected number of 65.12 lakhs 'covered' employees (weighted average) during 1982-83 and (c) anticipated per capita annual income of Rs. 300 from contributions.

18.2 The table below shows the per capita income from contribution from 1976-77 onwards.

1976-77	1977-78	1978-79	1979-80	1980-81	1981-82 (Estimates)	1982-83 (Estimates)
Rs. 236	Rs. 239	Rs. 250	Rs. 271	Rs. 292	Rs. 296	Rs. 300

Interest from investments of surplus cash balances :

18.3 The increase in the Budget Estimates 1982-83 is attributable to the realisation of cumulative interest on the investments made after October, 1976 under the 'Re-investment Plan'. The cumulative interest on investments made under the above plan from March, 1977 to February, 1978 will be realised in 1982-83.

Rent of Hospital and Dispensary Buildings owned by the Corporation :

18.4 A sum of Rs. 6,22.41 lakhs is expected to be recovered from the State Governments on account of rent of the hospital and dispensary buildings owned by the Corporation. The increased provision in the Budget Estimates 1982-83 is due to the commissioning of more number of hospitals.

II—EXPENDITURE

19. The increased provision under the various heads in the Budget Estimates 1982-83 as compared to the corresponding provision in the Revised Estimates 1981-82, is mainly due to—

- operation of the Scheme for full year in areas, including establishments, where the implementation has been brought during the year 1981-82;
- extension of the Scheme to new areas/establishments;
- expected increase in employment in the implemented areas; and
- the improvement in type of medical care to the families of Insured Persons.

A—MEDICAL BENEFITS

20.1 A total provision of Rs. 86,77.33 lakhs (including an amount of Rs. 12,25.26 lakhs for past liabilities) has been made in the Budget Estimates 1982-83 for medical benefits in the light of Revised Estimates 1981-82, anticipated additional coverage during the year and improvement in the type of medical care to the families of insured persons. The number of covered employees during 1982-83 has been estimated at 65.12 lakhs (weighted average). The provision includes Rs. 5,04.15 lakhs to be incurred directly by the Corporation dur-

ing 1982-83 for providing medical care to the Insured Persons and their families in the Union Territory of Delhi and also Rs. 10.00 lakhs to be spent directly by the Corporation towards payment of confinement fees to the women employees and wives of insured persons in Greater Bombay.

The average approximate cost of Corporation's share of medical care per 'employee' per annum as provided in the Budget Estimates is as under :—

1978-79	1979-80	1980-81	1981-82 Revised Estimates	1982-83 Budget Estimates
Rs.	Rs.	Rs.	Rs.	Rs.
92.00	107.32	115.81	126.53	132.28

20.2 The Corporation's outstanding liability towards reimbursement of its share of the medical cost incurred by the State Governments upto 1980-81, is anticipated to the extent of Rs. 25,39.24 lakhs. Out of this, claims for Rs. 10,33.16 lakhs are expected to be paid during 1981-82. Out of the outstanding balance of Rs. 15,06.08 lakhs upto 1981-82, an amount of Rs. 12,25.26 lakhs is expected to be paid during 1982-83 on receipt of the audit certificates.

B—CASH BENEFITS

21.1 Expenditure on Cash Benefits during 1982-83 is Estimated at Rs. 93,75.81 lakhs keeping in view the Revised Estimates 1981-82 and the extension of the Scheme to new areas and establishments. Due allowance has been made for commencement of benefit periods in the new areas expected to be covered under the Scheme. The capitalised value of total liabilities on account of Permanent (Partial and Total) Disablement and Dependents' Benefit already arisen/expected to arise out of employment injuries occurring in the course of the year, has also been provided for on the basis of actual estimates.

21.2 A provision of Rs. 29.07 lakhs has been made under Other Benefits referred to in paragraph 12 above.

21.3 Expenses per Employee—The average approximate cost of various categories of Cash Benefits per employee per annum as provided in the Budget Estimates is as under :—

Benefits	1979-80 Actuals	1980-81 Actuals	1981-82 Revised Estimates	1982-83 Budget Estimates
				(In Rupees)
(i) Sickness Benefit (Including extended sickness benefit)	74.56	89.32	101.95	99.28
(ii) Maternity Benefit	3.43	3.55	3.47	3.43
(iii) Temporary Disablement Benefit	11.76	14.07	18.78	19.03
(iv) Permanent Disablement Benefit (Capitalised Value)	11.03**	19.01**	15.91	16.81
(v) Dependents' Benefit (Capitalised Value)	2.99	7.65**	4.94	5.80
(vi) Funeral Benefit	0.17	0.17	0.16	0.17
(vii) Other Benefits	0.29	0.35	0.44	0.45
(viii) Invalidity Benefit	—	—	—	0.15
Total	1,04.23	1,34.12	1,45.65	1,45.12

**Per capital has been worked out after including the amount of one-time adjustment of Rs. 2,70.42 lakhs and Rs. 1,59.58 lakhs in respect of Permanent Disablement Benefit and Dependents' Benefit, respectively.

INTRODUCTION OF INVALIDITY BENEFIT

22. The Corporation has approved the Scheme of Invalidity Benefit to be introduced in the Employees' State Insurance Act, to cover the contingency of invalidity due to causes other than employment injury. Amendment of the Employees' State Insurance Act is under consideration of the Central Government. A token provision of Rs. 10.00 lakhs has, therefore, been made for Invalidity Benefit in the Budget Estimates 1982-83.

ADMINISTRATION EXPENSES

23.1 A total provision of Rs. 16,84.57 lakhs has been made for expenses on Administration in the Budget Estimates 1982-83.

The Budget Estimates 1982-83, provide for Rs. 12,57.10 lakhs towards total pay and allowances against Rs. 11,85.66 lakhs in the revised estimates 1981-82. The additional provision of Rs. 71.44 lakhs in the Budget Estimates is attributable to (a) full impact of additional dearness allowance sanctioned from 1-12-1980, 1-2-1981, 1-4-1981 and 1-6-81, (b) normal increments of pay and consequential increases in allowance (c) additional posts (Group 'B'—2, Group 'C'—60, and Group 'D'—23) likely to be created during 1982-83 on account of in-

crease in coverage and setting up of a number of new Local Offices (d) full effect during the year 1982-83 of the additional posts sanctioned in 1981-82.

A provision of Rs. 50.00 lakhs for ad hoc payment of 23 days' wages has also been made in the Budget Estimates 1982-83.

CONTINGENCIES (BOTH UNDER 'A—SUPERINTENDENCE' AND 'B—FIELD WORK' AND 'C—OTHER CHARGES')

23.2 The provision under the various sub-heads which are self-explanatory has been made mainly on the basis of actuals for the first 7 months of the year 1981-82 and anticipated requirements for further extension of the Scheme. The instructions in regard to measures of economy have been duly kept in view. Expenses on Administration per 'Employee' per annum :

23.3 The administration expenses per 'covered' employee per annum on the basis of Revised Estimates 1981-82 and Budget Estimates 1982-83 will be Rs. 24.68 and Rs. 25.86, respectively.

The comparative figures of cost of administration under the various sub-heads per 'covered' employee per annum are given below :

Sub-head	1978-79 Actuals	1979-80 Actuals	1980-81 Actuals	1981-82 Revised Estimates	1982-83 Budget Estimates
Pay and Allowances	13.55	14.54	17.11	18.59	19.30
Contingencies	2.50	2.72	3.36	3.47	3.89
Other Miscellaneous charges	1.46@	2.01	2.43	2.62	2.67
Total	17.51	19.27	22.90	24.68	25.86

@ But for the credit of Rs. 33.67 lakhs to this head on account of adjustment of excess provision of Pension Reserve Fund in earlier years, the per capital expenditure would have been Rs. 2.06.

23.4 The percentage of Administrative cost compared with the receipts from Contributions, Benefits paid etc. are shown below :

Ratio in Comparison to	1978-79 Actuals (a) %	1979-80 Actuals %	1980-81 Actuals %	1981-82 Revised Estimates %	1982-83 Budget Estimates %
Contributions	6.78	7.12	7.85	8.34	8.62
Total Revenue	6.31	6.70	7.30	7.81	7.22(c)
Benefits	9.40	8.93	9.25	9.14	9.32
Total Revenue Expenditure	7.26	7.15	7.50	7.81(b)	7.29(d)
Contributions Plus Benefits	3.94	3.96	4.25	4.36	4.48

(a) The adjustment of Rs. 33.67 lakhs in reduction of expenditure referred to above has lowered slightly the percentage of incidence.

(b) The increase is on account of short provision of Rs. 9,44.00 lakhs (@ 5% of income from Contributions) towards Capital Construction Reserve Fund. In case the provision is made at the usual rate of 10%, the percentage of incidence works out to 7.53%.

(c) Realisation of cumulative interest on investments under the 'Reinvestment Plan', on maturity during 1982-83 has lowered the percentage of incidence.

(d) The decrease in incidence is on account of—

(i) short provision of Rs. 9,44.00 lakhs towards Capital Construction Reserve Fund during 1981-82 which has been made good in 1982-83.

(ii) high incidence of payment of Sickness Benefit.

HOSPITALS/DISPENSARIES

24. The provision under this head comprises—

(i) Depreciation of Hospital & Dispensary buildings (Rs. 66.03 lakhs).

(ii) Repair & maintenance of these buildings (Rs. 2,64.11 lakhs).

The provision has been made as per the prescribed percentages of capital cost of the buildings.

Contributions to Capital construction and Emergency Reserve Funds

25. A provision of Rs. 28,97.00 lakhs (Rs. 9,44.00 lakhs for 1981-82 and Rs. 19,53.00 lakhs for 1982-83) and Rs. 1,00.00 lakhs has been made for contribution to Capital Construction Reserve Fund and Emergency Reserve Fund, respectively.

Expenditure on Capital Account

26.1 It has been estimated that during 1982-83 the expenditure on construction works and purchase of equipment for hospitals would amount to Rs. 12,30.00 lakhs, vide details below :—

	(Rupees in lakhs)
I—Office buildings and staff quarters	
Continuing Works	29.64
New Works	1,88.36
II—Hospitals, Dispensaries and Staff Quarters and Convalescent Homes.	
Continuing Works	3,00.93
New Works	7,11.07
Total I and II	12,30.00

26.2 A provision of Rs. 1.78 lakh has been made in the Budget Estimates 1982-83 for purchase of two new staff cars and a three-wheeler scooter from the general revenues.

Excess of income over expenditure

27. An excess of income over expenditure amounting to Rs. 2,51.34 lakhs has been anticipated in the Budget Estimates 1982-83. :

Closing Cash Balances

28. The closing balance with the Banks and Cash in Hand are anticipated at Rs. 6,90.00 lakhs and Rs. 7,10.00 lakhs on 31st March, 1982, and 31st March, 1983 respectively.

A sum of about Rs. 5,00.00 lakhs is required by the Regional Offices, Local Offices and other Offices for disbursing salary on 1st April, meeting administrative expenses and payment of the cash benefits to Insured Persons during the first 3 weeks of the month. Another amount of about Rs. 1,50.00 lakhs remains in Account No. 1 of Regional Offices (Collection Account); this represents contributions received on 30th & 31st March and is transmitted to the Corporation's main account in Delhi after 31st March.

Resource Position

29.1 In the light of adequate cash flow, the ways and means position of the Corporation will be satisfactory throughout the

year. Out of the investments made during the previous years from the General Cash Balance, a sum of Rs. 14,14.87 lakhs will mature during the year 1981-82 and a sum of Rs. 31,46.18 lakhs will mature during the year 1982-83.

29.2 The position in regard to long term investment of surplus general cash balance is likely to be as under —

	1981-82	1982-83
	(Rupees in Lakhs)	
Opening Cash Balance	9,37.57	6,90.00
Excess of income over expenditure		
(i) Revenue Account	Nil.	2,51.34
(ii) Other heads (Debt, Deposits, Advances etc.)	(+)15.55	(—)25.77
TOTAL	9,53.12	9,15.57
Less Cash in Hand and with Banks closing Balance	(—)6,90.00	(—)7,10.00
Investible surplus of general cash balance	2,63.12**	2,05.57**

**The figures are exclusive of the investments made from the earmarked reserve funds and the Emergency Reserve Fund.

30.1 The statement in Appendix II shows

- Per capita income from Contributions
- Per capita expenditure on revenue account (excluding the amounts transferred to Capital Construction and Emergency Reserve Funds), and
- the margin in Contribution income since 1970-71.

30.2 The statements in Appendices III-A and III-B show the likely increase in Per Capita revenue income and revenue expenditure during 1980-81, 1981-82, 1982-83 and 1983-84 on the basis of present commitments.

It may be stated that there is some constraint on the budgetary position of the Corporation during the year 1981-82 on account of shortfall in income from interest and dividends. The situation has been met by making a short provision for the Capital Construction Reserve Fund. With the realisation of cumulative interest on investments under the 'Reinvestment Plan' during 1982-83, the position will improve the above shortfall has been made good in the Budget Estimates 1982-83. The budgetary position of the Corporation from 1982-83 onward is likely to be satisfactory.

A. N. THYAGARAJAN,
Financial Adviser and
Chief Accounts Officer.

FINANCIAL ESTIMATES EMPLOYEES' STATE INSURANCE CORPORATION REVISED ESTIMATES FOR THE YEAR 1981-82 & BUDGET ESTIMATES FOR THE YEAR 1982-83 STATEMENT A—RECEIPTS

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in lakhs)				
PRINCIPAL HEADS OF REVENUE				
I. CONTRIBUTIONS				
Employers' & Employees' shares	1,79,76.57	1,88,80.00	1,88,80.00	1,95,30.00

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
II. State Governments/Union Territories shares towards medical benefits initially incurred by the Corporation	29.53	49.94	95.19(a)	52.32
OTHER HEADS OF REVENUE				
III. Interest and Dividends (b)	4,62.48	5,20.13	3,05.95(b)	27,82.13(b)
IV. Compensation	2,97.67	2,87.56	2,78.39(c)	3,13,15(c)
V. Rents, Rates and Taxes				
(i) Offices of the Corporation (including staff quarters)	8.31*	8.00	7.05	7.60
(ii) Hospitals, Dispensaries (including staff quarters)	4,77.84	4,38.00	5,44.04	6,22.41
VI. Fees, Fines & Forfeitures	45.02	36.48	27.96	28.89
VII. Miscellaneous	24.11	21.36	9.30(d)	8.76(d)
TOTAL—REVENUE	1,93,21.53	2,02,41.47	2,01,47.88	2,33,45.26
DEBT, RESERVE FUNDS, DEPOSITS, ADVANCES AND REMITTANCES				
ORDINARY DEBT				
Loans refunded by State Governments	28.22	23.65	25.32	18.93
TOTAL—ORDINARY DEBT	28.22	23.65	25.32	18.93
UNFUNDED DEBTS				
ESIC GENERAL PROVIDENT FUND				
(i) Employees' Subscription	2,28.14(e)	1,70.00	1,71.40	1,80.00
(ii) Interest on Employees' subscription	47.21	41.50	52.25	57.50
ESIC CONTRIBUTORY PROVIDENT FUND				
(i) Employees' subscription	(—)55.90(e)	1.70	1.41	1.45
(ii) Corporation's contribution	(—)1.41(e)	0.35	0.40	0.45
(iii) Interest on—				
(a) Employees' subscription	0.65	2.15	0.75	0.86
(b) Corporation's contribution	0.46	0.40	0.55	0.60
ESIC GROUP INSURANCE FUND				
(i) Annual Provision during the year	5.66	6.00	5.75	6.00
(ii) Interest realised on Investments	0.11	0.12	0.15	1.22
(iii) Assured sum received from L.I.C.	0.65	0.50	0.80	1.00
TOTAL—UNFUNDED DEBTS	2,25.57	2,22.72	2,33.46	2,49.08
RESERVE FUNDS				
DEPRECIATION RESERVE FUND ACCOUNT OF BUILDINGS FOR THE OFFICERS OF THE CORPORATION (INCLUDING STAFF QUARTERS)				
(i) Annual Depreciation charges transferred to Fund	4.08	6.20	5.32	6.53
(ii) Interest realised on investments	1.04	1.16	0.88(f)	7.23(g)
DEPRECIATION RESERVE FUND ACCOUNT OF HOSPITAL AND DISPENSARY BUILDINGS (INCLUDING STAFF QUARTERS)				
(i) Annual Depreciation charges transferred to Fund	46.42	59.84	61.73	66.03
(ii) Interest realised on investments	11.91	13.31	10.01(f)	82.51(g)

*Includes receipts pertaining to Directorate (Medical), Delhi.

(a) Includes realisation of Rs. 35.22 lakhs on account of arrears pertaining to earlier years.

(b) See paragraph 9.66 of Explanatory Memorandum.

(c) See paragraph 9.7 of Explanatory Memorandum.

(d) Includes receipt on account of cost of duplicate identity cards, recoveries of overpayments, disallowances in audit, recoveries of leave salary and pension contributions and C.G.H.S., recoveries of service expenditure incurred in previous years, recoveries of cost of law suits, etc., which cannot be forecast with accuracy, as they are of fluctuating nature.

(e) Takes into account the amount transferred from contributory Provident Fund to General Provident Fund in respect of the employees opting for Pension Scheme.

(f) The decrease is on account of investments in the 'Reinvestment Plan' under which interest falling due will be credited on maturity.

(g) The increase is on account of realisation of cumulative interest on the investments under the 'Re-investment Plan'.

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
DEPRECIATION RESERVE FUND ACCOUNT OF STAFF CARS				
(i) Annual Depreciation charges transferred to Fund	—(h)	—(h)	0.56(i)	0.58
(ii) Interest realised on investments	0.16	0.18	0.12(f)	1.01(g)
Deduct—Actual payment during the year	—	(—)0.60	—	—
REPAIRS & MAINTENANCE RESERVE FUND ACCOUNT OF BUILDINGS FOR THE OFFICES OF THE CORPORATION (INCLUDING STAFF QUARTERS)				
(i) Annual Repair and maintenance charges transferred to Fund	16.32	24.36	21.28	26.10
(ii) Interest realised on investments	0.67	0.75	0.67(f)	5.55(g)
(iii) Refunds from construction agencies out of advances of earlier years.	2.52	—	—	—
Deduct—Advances to construction Agencies during the year	(—)10.54	(—)14.00	(—)11.00	(—)12.00
REPAIRS & MAINTENANCE RESERVE FUND ACCOUNT OF HOSPITAL AND DISPENSARY BUILDINGS (INCLUDING STAFF QUARTERS)				
(i) Annual Repairs & Maintenance charges transferred to Fund	1,85.66	2,32.06	2,46.92	2,64.11
(ii) Interest realised on investments	14.53	16.23	12.62(f)	1,04.03(g)
(iii) Refund from construction agencies out of Advances of earlier year	(—)23.67	—	—	—
Deduct—Advances to construction agencies during the year	(—)83.79	(—)1,20.00	(—)1,01.00	(—)1,10.00
PERMANENT (PARTIAL AND TOTAL) DISABLEMENT BENEFIT RESERVE FUND ACCOUNT				
(i) Annual amount transferred to the fund	11,70.87(j)	8,86.30	10,14.84	10,94.53
(ii) Interest realised on investments	51.75	57.82	48.10(f)	3,96.48(g)
Deduct—Actual payments during the year	(—)7,28.96	(—)7,18.29	(—)8,51.64	(—)8,83.72
DEPENDANTS' BENEFIT RESERVE FUND ACCOUNT				
(i) Annual amount transferred to the Fund	4,70.94(k)	3,33.26	3,14.82	3,77.84
(ii) Interest accrued and/or realised on investments	29.64	33.12	29.03(f)	2,39.31(g)
Deduct—Actuals payments during the year	(—)1,40.82	(—)1,51.86	(—)1,75.83	(—)1,82.17
PENSION RESERVE FUND ACCOUNT FOR EMPLOYEES OF THE CORPORATION				
(i) Annual Contribution transferred to Fund	79.65	95.87	81.73	85.33
(h) No provision was made pending settlement of audit objection that the amount in the Fund has exceeded the purchase price of cars.				
(f) The decrease in on account of investments in the 'Reinvestment Plan' under which interest falling due will be credited on maturity.				
(g) The increase is on account of realisation of cumulative interest on the investments under the 'Re-investment Plan'.				
(i) Includes Rs. 0.23 lakh in respect of the provision for the year 1980-81.				
(j) Includes Rs. 2,70.42 lakhs towards one-time adjustment on account of increase granted with effect from 1-4-1980, in the amount of existing cases of Permanent Disablement Benefit where disablement occurred on or before 31-3-1978.				
(k) Includes Rs. 1,59.58 lakhs towards one-time adjustment on account of increase granted with effect from 1-4-1980, in the amount of existing cases of Dependant's Benefit where death occurred on or before 31-3-1978.				

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
(ii) Interest realised on investments	24.23	27.08	19.44(f)	1,60.24(g)
Deduct—Actual payments during the year	(—)32.96	(—)38.00	(—)33.95	(—)34.97
COMPASSIONATE RESERVE FUND ACCOUNT FOR THE EMPLOYEES OF THE CORPORATION				
(i) Annual Contribution transferred to fund	0.35	0.35	0.50	0.50
(ii) Interest realised on investments	0.01	0.01	0.01	0.04(g)
Deduct—Actual payments during the year	(—)0.37	(—)0.35	(—)0.50	(—)0.50
PROVIDENT FUND DEPOSIT LINKED INSURANCE FUND				
(i) Annual amount transferred to the Fund	0.90	0.90	1.00	1.20
(ii) Interest realised on investments	0.04	0.05	0.04	0.31(g)
Deduct—Actual payments during the year	(—)0.67	(—)0.90	(—)0.80	(—)0.9
CAPITAL CONSTRUCTION RESERVE FUND				
(i) Amount transferred to the Fund	17,92.83	18,88.00	9,44.00(l)	28,97.00(m)
(ii) Interest realised on investments	1,21.94	1,36.25	1,08.56(f)	8,94.98(g)
(iii) Refunds from construction agencies	2,12.16	5.00	—	—
Deduct—Advances to construction agencies during the year for—				
(a) Buildings of the offices of the Corporation	(—)58.00(n)	(—)1,08.19	(—)1.64,00	(—)2,18.00
(b) Hospital and Dispensary buildings	(—)11,62.71(n)	(—)7,41.81	(—)8,58.00	(—)10,12.00
EMERGENCY RESERVE FUND				
(i) Amount transferred to the Fund	1,28.83	1,48.22	95.18	1,00.00
TOTAL—RESERVE FUNDS	21,24.96	20,72.32	8,20.64	43,57.18
DEPOSITS				
(i) Deposits of Securities	6.48	5.50	7.50	7.50
(ii) Other Deposits(o)	36.32	38.00	40.00	40.00
TOTAL—DEPOSITS	42.80	43.50	47.50	47.50
ADVANCES				
(a) Permanent Advances	—	—	—	—
(b) Advances to the employees of the Corporation				
(i) Advance of pay on transfer	1.44	1.66	1.65	1.70
(ii) Advance of T.A. on transfer	1.65	1.60	2.50	3.00
(iii) Advance for the purchase of Motor Conveyance	5.47	6.87	6.50	700
(iv) Advance for the purchase of other conveyance	3.08	3.20	3.40	3.50
(v) House Building Advance	16.26	17.00	19.00	22.00
(vi) Miscellaneous Advances (Festival Advance, Flood Advance and Fan Advance)	23.63	26.50	22.00	22.02
(c) Other Advances				
(i) Advance payment on behalf of the State Governments	0.02	0.02	0.02	0.02
(ii) Miscellaneous (p)	31.83	25.00	30.00	32.80
(f) The decrease is on account of investments in the 'Reinvestment Plan' under which interest falling due will be credited on maturity.				
(g) The increase is on account of realisation of cumulative on investments under the 'Reinvestment Plan'.				
(l) The decrease is on account of short provision of Rs. 9,44.00 lakhs (5% of the Contribution income).				
(m) The increase is on account of full provision @ 10% of the Contribution income. The short provision of Rs. 9,44.00 lakhs in 1981-82 has also been made good.				
(n) Represents assets created out of advances from the Fund. (Advances given during the year were Rs. 73.28 lakhs and Rs. 9,67.34 lakhs for construction etc. of Office buildings and Hospitals/Dispensaries, respectively).				
(o) This head includes (i) Deductions from bills payable to other parties, (ii) Unclaimed Deposits in Employees' State Insurance Corporation Provident Fund, and (iii) Unclaimed Receipts (Suspense Account).				
(p) This head includes recovery/adjustments of (i) Advances to Controllor of Stationery, Calcutta, (ii) Advances to Printing and Stationery Departments of State Governments, (iii) Advances to Regional Offices and Other offices of the Corporation, (iv) Advances to Municipal Committees, Local Bodies etc., (v) Advances for legal charges, (vi) Advances to the Corporation's departmental canteens and (vii) Other advances which are not classified elsewhere.				

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
				(Rupees in Lakhs)
TOTAL—ADVANCES	83.38	81.85	85.07	92.02
REMITTANCES				
(i) Cash Remittances (Net) (q.)	—	—	—	—
(ii) Other Remittances (Not) (r)	1,06.13	1.00	16.06	1.00
TOTAL—REMITTANCES	1,06.13	1.00	41.06	1.00
TOTAL—DEBT, RESERVE FUNDS, DEPOSITS ADVANCES AND REMITTANCES	26,11.06	24,45.04	12,53.05	47,65.71
TOTAL—RECEIPTS	2,19,32.59	2,26,86.51	2,14,00.93	2,81,10.97
Opening Balance	7,54.66	6,36.09	9,37.57	6,90.00
GRAND TOTAL	2,26,87.25	2,33,22.60	2,33,38.50	2,88,00.97

(q) The term 'Cash Remittances' denotes transfer of funds (cash) from one Account circle to another and Vice-Versa. The revenue of the Corporation is collected through the State Bank of India and its Associate Banks. The contribution received are transferred to the accounts of the respective Regional Office Account No. 1 (Collection Account) and finally transferred to Account No. 1 (Central) of the Headquarters Office. Funds for administrative expenditure and benefit payments to insured persons are provided to Regional Office/Local Offices from Central Account No. 1 (Headquarters Office) by making transfers. All such transactions in transferring funds from one office to another are known as 'Cash Remittances'.

(r) The term 'Other Remittances' denotes book adjustments between one office of the Corporation and the other and Vice-Versa. Transactions originating in one office of the Corporation adjustable in the books of another office of the Corporation are transferred through Exchange Account.

A.N. THYAGARAJAN,
Financial Adviser and
Chief Accounts Officer
Employees' State Insurance Corporation

Common Seal

Employees' State Insurance Corporation
New Delhi. Dated the 17th February, 1982.

STATEMENT B—EXPENDITURE

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
				(Rs. in Lakhs)
EXPENDITURE ON REVENUE ACCOUNT				
1. BENEFITS TO INSURED PERSONS AND THEIR FAMILIES				
A—MEDICAL BENEFITS				
(i) Payments to State Governments etc. as Corporation's share of their expenses on providing medical care, treatment and Maternity facilities.	67,98.47 (Includes arrears payments amounting to Rs. 10,15.05 lakhs)	75,08.64 (Includes arrears payments amounting to Rs. 10,44.86 lakhs)	76,94.28 (Includes arrears payments amounting to Rs. 10,33.16 lakhs)	81,63.18 (Includes arrears payments amounting to Rs. 12,25.26 lakhs)
(ii) Medical treatment and care and Maternity facilities (expenses directly incurred by the Corporation)	3,80.04 (Includes Rs. 4.99 lakhs towards payment of confinement fees in Maharashtra)	4,90.24 (Includes Rs. 10.00 lakhs towards payment of confinement fees in Maharashtra)	4,28.40 (Includes Rs. 10.00 lakhs towards payment of confinement fees in Maharashtra)	5,14.15 (Includes Rs. 10.00 lakhs towards payment of confinement fees in Maharashtra)
Total—A—Medical Benefits	71,78.51	79,98.88	81,22.68(a)	86,77.33(b)

(a) See paragraph 11.1 of Explanatory Memorandum.

(b) See paragraph 20.1 of Explanatory Memorandum.

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in Lakhs)				
B—CASH BENEFITS				
(i) Sickness Benefit	49,30.75	48,77.20	58,80.70(c)	59,60.58
(ii) Extended Sickness Benefit	3,81.03	3,83.15	4,41.58	4,61.16
(iii) Maternity Benefit	2,11.06	2,25.10	2,15.37	2,21.68
(iv) Disablement Benefit				
(a) Temporary Disablement	8,66.57	10,34.20	11,97.77	12,39.15
(b) Permanent Disablement (d)	11,70.87	8,86.30	10,14.84	10,94.53
(v) Dependants' Benefit (d)	4,70.95	3,33.26	3,14.82	3,77.84
(vi) Funeral Benefit	10.22	11.25	10.20	10.87
(vii) Invalidity Benefit	—	10.00	—	10.00
(c) See paragraph 11.2 of Explanatory Memorandum.				
(d) Provision is made on actuarial basis.				
TOTAL—B—CASH BENEFITS	80,41.45	77,60.45	90,75.23(e)	93,75.81
C.—Other Benefits				
(a) Medical Boards & Appeal Tribunals	4.88	5.32	7.55	7.77
(b) Payments to Insured Persons on account of Conveyance charges and/or loss of wages	4.53	4.67	5.54	5.84
(c) Miscellaneous	12.27	12.15	14.70	15.46
TOTAL—C—OTHER—BENEFITS	21.68	22.14	27.79	29.07
TOTAL OF HEAD—I—BENEFITS	1,52,41.64	1,57,81.49	1,72,25.75	1,80,82.21
(d) See paragraph 11.2 of Explanatory Memorandum				
2. ADMINISTRATION				
A—SUPERINTENDENCE				
Corporation, Standing Committee, Regional Boards etc. T.A.	0.99	0.89	2.43(f)	2.50(f)
PRINCIPAL OFFICERS				
(i) Pay of Principal Officers	1.19	1.35	1.25	1.30
(ii) Allowances and Honoraria	1.84	2.16	1.70	1.90
TOTAL—PRINCIPAL OFFICERS	3.03	3.51	2.95	3.20
OTHER OFFICERS				
(i) Pay of other Officers	40.53	46.84	42.97	44.00
(ii) Allowances and Honoraria	34.23	37.77	43.79	46.00
(iii) Bonus	0.43	0.60	(B)	(B)
TOTAL—OTHER OFFICERS	75.19	85.21	86.76	90.00
MINISTERIAL ESTABLISHMENT				
(i) Lay of Establishment	1,89.93	1,97.24	1,94.21	2,05.00
(ii) Allowances & Honoraria	2,21.74	2,43.29	2,59.49	2,71.40
(iii) Bonus	9.07	13.00	(B)	(B)
TOTAL-MINISTERIAL ESTABLISHMENT	4,20.54	3,53.53	4,53.70	4,76.40
(f) Includes expenditure on T.A. and D.A. of ESIC Review Committee and various sub-Committees set up by the Standing Committee Corporation.				
(B) See lump sum provision at the end of 'C—Other Charges'.				

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in lakhs)				
GROUP 'D' STAFF				
(i) Pay of Group 'D' Staff	27.48	28.79	27.69	29.00
(ii) Allowances & Honoraria	36.67	40.95	41.96	47.00
(iii) Bonus	1.44	2.25	(B)	(B)
TOTAL-GROUP 'D' STAFF CONTINGENCIES	65.59	71.99	69.65	76.00
(a) Postage, Telegraph and Telephone charges	17.86	21.20	21.20	23.30
(b) Stationary & Forms	74.14	80.00	80.00	90.00
(c) Contribution Stamps	..	0.02	0.02	..
(d) Purchase, Repair & Maintenance of typewriters, duplicators etc.	3.20	2.50	2.50	3.20
(e) Purchase, Repair & Maintenance etc. of Adrema equipment.	3.09	3.00	3.00	3.00
(f) Rents, Rates & Taxes	28.33	33.00	31.00	34.60
(g) Furniture	6.91	3.50	5.50	7.00
(h) Special Equipment for records	0.73	1.10	3.00	2.50
(i) Purchase, Repair & Maintenance of general articles of office use	5.36	3.50	3.50	5.50
(j) Purchase, Repair & Maintenance of Cycles	0.02	0.06	0.06	0.08
(k) Purchase, Repair & Maintenance of Liveries	3.13	3.10	3.10	4.10
(l) Books, Periodicals and other publications	0.04	0.45	0.45	0.50
(m) Hot and Cold Weather charges	0.14	0.30	0.30	0.40
(n) MISCELLANEOUS				
(i) Amenities to Staff	1.05	14.50	1.00	1.00
(ii) Miscellaneous	12.33			
(o) Repair & Maintenance of Staff Cars	2.24	2.50	2.50	4.32
TOTAL—CONTINGENCIES	1,58.93	1,68.73	1,68.73	1,93.00
TOTAL-A-SUPERINTENDENCE	7,24.27	7,83.86	7,84.21	8,41.10
B. FIELD WORK				
OFFICERS				
(i) Pay of officers	12.94	15.70	17.75	20.00
(ii) Allowances & Honoraria	10.53	12.90	17.05	19.00
(iii) Bonus	0.29	0.80	(B)	(B)
TOTAL-OFFICERS	23.76	29.40	34.80	39.00
MINISTERIAL ESTABLISHMENT				
(i) Pay of establishment	1,96.97	2,00.60	2,13.23	2,21.00
(ii) Allowances & Honoraria	1,99.22	2,09.85	2,47.47	2,68.00
(iii) Bonus	7.13	14.90	(B)	(B)
TOTAL-MINISTERIAL ESTABLISHMENT	4,03.32	4,25.35	4,60.70	4,99.00
GROUP 'D' STAFF				
(i) Pay of Group 'D' Staff	28.01	32.90	32.63	34.00
(ii) Allowances & Honoraria	33.61	38.75	42.05	47.00
(iii) Bonus	..	2.45	(B)	(B)
TOTAL-GROUP 'D' STAFF	61.62	74.10	74.68	81.00
CONTINGENCIES				
(a) Postage, Telegrams and Telephone Charges	5.27	5.20	5.20	6.10
(b) Stationary and Forms.	1.27	1.25	1.25	1.50
(c) Purchase, Repair & Maintenance of typewriters, duplicators etc.	0.63	0.55	0.55	0.70
(d) Rents, Rates and Taxes	27.10	31.00	31.00	35.00
(e) Furniture	2.43	2.50	4.00	3.00
(f) Special equipment for records	0.27	1.00	1.00	1.10
(g) Purchase, Repair & Maintenance of general articles of office use	0.79	0.90	0.90	1.00
(h) Purchase, Repair & Maintenance of Cycles	0.02	0.06	0.06	0.08
(B) for the division at the end of 'C-Other Charges'.				

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in lakhs)				
(i) Purchase, Repair & Maintenance of liveries	0.77	0.70	0.70	1.00
(j) Books, Periodicals and Other Publications	0.01	0.04	0.04	0.05
(k) Hot and Cold weather charges	0.25	0.40	0.40	0.50
(l) Miscellaneous				
(i) Amenities to Staff				
(ii) Miscellaneous	9.19	9.00	7.50	10.04
TOTAL-CONTINGENCIES	48.00	52.60	52.60	60.10
TOTAL-B-FIELD WORK	5,36.70	5,81.45	6,22.78	6,69.10
C-OTHER CHARGES				
Legal charges	4.75	5.50	9.00	11.02
Insurance Courts	0.78	0.95	1.48	1.78
Publicity & Advertisement	1.19	1.60	1.70	2.27
Charges for maintaining Banking Accounts	0.32	0.70	0.41	0.43
Leave Salary and Pension Contributions	0.74	1.02	2.07	1.01
Audit Fees	2.42	2.60	2.80	2.90
REPAIR, MAINTENANCE AND DEPRECIATION				
(a) Depreciation of buildings for the Offices of the Corporation (Including Staff quarters)	4.08	6.20	5.32	6.35
(b) Depreciation of Staff Cars	(g)	(g)	0.56(h)	0.58
(c) Repair & Maintenance of buildings for the Offices of the Corporation (Including Staff Quarters)	16.32	24.36	21.28	26.10
RETIREMENT BENEFITS				
(a) Corporation's Contribution towards Pension Reserve Fund.	66.59	80.40	69.00	69.35
(b) Corporation's Contribution to ESIC Contributory Provident Fund	0.34	0.35	0.40	0.45
INTEREST PAID TO ESIC PROVIDENT FUND				
Contributory Provident Fund	1.11	2.55	(i)	(i)
General Provident Fund	46.99	41.50	(i)	(i)
Compassionate Reserve Fund for the employees of the Corporation	0.35	0.35	0.50	0.50
Provident Fund Deposit-linked Insurance Scheme	0.90	0.90	1.00	1.20
Miscellaneous	2.57	4.70	2.70	0.25
TOTAL-C-OTHER CHARGES	1,49.45	1,73.68	1,18.22	1,24.37
Lump sum provision of bonus	(B)	(B)	49.09	50.00
TOTAL OF HEAD-2 ADMINISTRATION	14,10.42	15,38.99	15,74.30	16,84.57
3. HOSPITALS, DISPENSARIES ETC.				
Repair, Maintenance Depreciation etc. Hospitals and Dispensaries				
(a) Depreciation of Hospital/Dispensary Buildings.	46.42	59.84	61.73	66.03
(b) Repair & Maintenance of Hospitals, Dispensary Buildings.	1,85.66	2,32.06	2,46.92	2,64.11
TOTAL HEAD-3-HOSPITALS DISPENSARIES ETC.	2,32.08	2,91.90	3,03.65	3,30.14

(g) No provision was made pending settlement of audit objection that the amount in the Fund has exceeded the purchase price of Staff Cars.

(h) Includes Rs. 0.23 lakh in respect of 1980-81.

(i) The interest is being charged per contra debit to the interest realised on investment of Provident Fund deposits.

(B) Separately indicated under 'A-Supervendence' and 'B-Field Work'.

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
				(Rupees in lakhs)
4. CONTRIBUTIONS TO CAPITAL CONSTRUCTION AND EMERGENCY RESERVE FUNDS				
(i) Annual Contribution to Capital Construction Reserve Fund	17,92.83(j)	18.88.00	9.44,00(k)	28.97.00(l)
(ii) Annual Contribution to Emergency Reserve Fund	1.28.91	1.48.22	95.18	1.00.00
TOTAL-HEAD-4-CONTRIBUTION TO CAPITAL CONSTRUCTION AND EMERGENCY RESERVE FUNDS	19,21.74	20,36.22	10,39.18	29,97.00
TOTAL-EXPENDITURE ON REVENUE ACCOUNT	1,88,05.88	1,96,48.59	2,01,47.88	2,30,93.92
5. EXPENDITURE ON CAPITAL ACCOUNT				
STAFF CARS				
Purchase of Staff Cars		0.60	1.78	
DEBT, RESERVE FUNDS, DEPOSITS, ADVANCES AND REMITTANCES UNFUNDED DEBTS				
ESIC PROVIDENT FUND				
PAYMENTS TO SUBSCRIBERS				
(i) General Provident Fund	1,20.31	1,15.00	1,50.00(c)	1,70.00(c)
(ii) Contributory Provident Fund	1.16	3.50	2.80	3.10
ESIC GROUP INSURANCE FUND				
(i) Premium paid to L.I.C.	1.47	2.30	2.00	2.10
(ii) Assured sum paid to Beneficiaries	1.65	0.50	0.90	0.90
(iii) Endowment Benefit to employees	0.02	0.01	0.15	0.20
TOTAL—UNFUNDED DEBTS	1,24.61	1,21.31	1,55.85	1,76.30
RESERVE FUNDS				
DEPRECIATION RESERVE FUND OF BUILDINGS FOR THE OFFICES OF THE CORPORATION (INCLUDING STAFF QUARTERS) INVESTMENT ACCOUNT				
Investment during the year	5.12	7.36	6.20	13.76(I)
DEPRECIATION RESERVE FUND OF HOSPITAL BUILDINGS INVESTMENT ACCOUNT				
Investment during the year	58.33	73.15	1,71.74	1,48.54 (I)
DEPRECIATION RESERVE FUND OF STAFF CARS INVESTMENT ACCOUNT				
Investment during the year	0.16(—)	0.42	0.68	1.59(I)
REPAIRS & MAINTENANCE RESERVE FUND OF BUILDINGS FOR THE OFFICES OF THE CORPORATION (INCLUDING STAFF QUARTERS) INVESTMENT ACCOUNT				
Investment during the year	9.97	11.11	10.95(m)	19.65(I)
REPAIRS & MAINTENANCE RESERVE FUND OF HOSPITAL BUILDINGS INVESTMENT ACCOUNT				
Investment during the year	92.72	1,28.29	1,58.54(m)	2,58.14(I)
PERMANENT (PARTIAL & TOTAL) DISABLEMENT BENEFIT RESERVE FUND INVESTMENT ACCOUNT				
Investment during the year	4,93.65(n)	2,25.83	2,11.30	6,07.29(I)

(j) Taken into account the adjustment of Rs. 3.03 lakhs, on account of excess provision made during the period 1976-77 to 1979-80, by crediting to the Fund 10% of the interest received on Contribution, which had been treated as part of Contribution.

(k) The decrease is on account of short provision of Rs. 9.44 00 lakhs (5% of the Contribution income).

(l) The increase is on account of full provision of 10% of the Contribution income. The short provision of Rs. 9.44.00 lakhs in 1981-82 has also been made good.

(I) The increase is on account of realisation of cumulative interest on the investments under the 'Re-investment Plan'.

(m) Annual provision to the Fund is made at 4% of the capital cost of buildings. The increase is also on account of anticipated completion of more number of buildings.

(n) Takes into account one-time adjustment (Rs. 2,70.42 lakhs) on account of increase granted with effect from 1-4-1980, in respect of existing cases of Permanent Disablement Benefit where disablement occurred on or before 31-3-1978.

Head of Account	Actual, 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in lakhs)				
DEPENDANTS' BENEFIT RESERVE FUND INVESTMENT ACCOUNT				
Investment during the year	3,59.76(o)	2,14.52	1,68.02	4,34.98(I)
PENSION RESERVE FUND FOR THE EMPLOYEES OF THE CORPORATION INVESTMENT ACCOUNT				
Investment during the year	70.92	84.95	67.22	2,10.60(I)
ESIC PROVIDENT FUND INVESTMENT ACCOUNT				
Investment during the year	97.69	97.60	73.96(p)	67.76(p)
ESIC GROUP INSURANCE FUND INVESTMENT ACCOUNT				
Investment during the year	3.28	3.81	3.65	5.02(I)
CAPITAL CONSTRUCTION RESERVE FUND INVESTMENT ACCOUNT				
Investment during the year	9,15.55	11,79.25	30.56(q)	25,61.98(r)
COMPASSIONATE RESERVE FUND FOR THE EMPLOYEES OF THE CORPORATION INVESTMENT ACCOUNT				
Investment during the year	(—)0.09	0.01	0.01	0.04
PROVIDENT FUND DEPOSIT LINKED INSURANCE FUND INVESTMENT ACCOUNT				
Investment during the year	0.36	0.05	0.24	0.61(I)
EMERGENCY RESERVE FUND INVESTMENT ACCOUNT				
Investment during the year	1,28.84	1,48.22	95.18(s)	1,00.00(t)
TOTAL-RESERVE FUNDS	22,35.26	21,73.73	8,98.25	44,29.96
DEPOSITS				
(i) Deposits of Securities	5.82	5.00	6.00	6.00
(ii) Other Deposits (u)	33.14	50.00	45.00	45.00
TOTAL--DEPOSITS	38.96	55.00	51.00	51.00
ADVANCES				
(a) Permanent Advances	0.10	0.08	0.20	0.20
(b) Advances to the employees of the Corporation				
(i) Advance of pay on Transfer	1.31	1.81	1.40	1.50
(ii) Advance of T.A. on Transfer	1.83	1.80	4.00	5.00
(iii) Advance for the purchase of Motor Conveyance	8.12	8.00	9.00	8.00
(iv) Advance for the purchase of other conveyance	2.89	4.00	4.00	4.00
(v) House Buildings Advance	33.42	30.50	30.50	30.50
(vi) Miscellaneous Advances (Festival Advance, Flood Advance and Fan Advance)	19.47	14.00	19.00	20.00
Other Advances :				
(i) Advance Payments on behalf of State Governments	0.01	0.02	0.02	0.02
(ii) Miscellaneous (v)	33.90	38.00	32.00	40.00
TOTAL-ADVANCES	1,01.05	98.21	1,06.12	1,09.22

- (I) The increase is mainly on account of the realisation of cumulative interest on investments under the 'Reinvestment Plan'.
- (o) Takes into account one-time adjustment (Rs. 1,59.58 lakhs) on account of increase granted with effect from 1-4-1980, in respect of existing cases of Dependants' Benefit where death occurred on or before 31-3-1978. A part of the increase is also attributable to the clearance of pending cases during 1980-81.
- (p) The decrease is on account of the impact of final payments of increasing number of retirements.
- (q) The decrease is on account of short provision of Rs. 9,44.00 lakhs (5% of the Contribution income).
- (r) The increase is mainly on account of the realisation of cumulative interest on investments under the 'Reinvestment Plan' and full provision @ 10% of the Contribution income. The short provision of Rs. 9,44.00 lakhs made in 1981-82 has also been made good.
- (s) See paragraph 15.2 of Explanatory Memorandum.
- (t) The decrease is due to less annual accretion to the Fund on account of increase in revenue expenditure.
- (u) This head includes payments in respect of : (i) Deductions from bills payable to other parties, (ii) Unclassified Deposits of ESIC Provident Fund and (iii) Unclassified Payments (Suspense Account).
- (v) This head includes : (i) Advances to Controller of Stationery, Calcutta, (ii) Advances to Printing & Stationery Department of State Governments, (iii) Advances to Regional and other offices of the Corporation, (iv) Advances to Municipal Committees, Local Bodies etc., (v) Advances for legal charges, (vi) Advances to Corporation's departmental canteens, and (vii) Other Advances which are not classified elsewhere.

Head of Account	Actuals 1980-81	Budget 1981-82	Revised 1981-82	Budget 1982-83
(Rupees in lakhs)				
REMITTANCES				
Cash Remittances (Net) (w)	4,85.40	25.00	23.50	25.00
Other Remittances (Net) (x)	1.00	..
TOTAL—REMITTANCES	4,85.40	25.00	24.50	25.00
TOTAL—DEBTS, RESERVE FUND, DEPOSITS, ADVANCES & REMITTANCES	29,85.28	24,73.85	12,35.72	47,91.48
TOTAL—DISBURSEMENTS	2,17,91.16	2,21,22.44	2,13,85.38	2,78,85.40
General Cash Balance				
Investment during the year	23,92.92	28,55.20	11,61.37	46,35.53
Deduct—Transfer to Reserve Funds	(—)24,34.40	(—)22,95.04	(—)8,98.25	(—)44,29.96
Closing Balance	9,37.57	6,40.00	6,90.00	7,10.00
GRAND TOTAL	2,26,87.25	2,33,22.60	2,23,38.50	2,88,00.97

(w) The term 'Cash Remittances' denotes transfer of funds (cash) from one account circle to another and vice-versa. The revenue of the Corporation is collected by sale of stamps/cash realisation through the State Bank of India and its Associate Banks. The Contributions received are transferred to the accounts of the respective Regional Offices/Local Offices from Central Account, No. 1 (Head quarters Office) by making transfers. All such transactions in transferring funds from one office to another are known as 'Cash Remittances'.

(x) The term 'Other Remittances' denotes book adjustments between one office of the Corporation and the other and vice-versa. Transactions originating in one office of the Corporation adjustable in the books of another office of the Corporation are transferred through Exchange Account.

A. N. THYAGARAJAN, Financial Adviser
and Chief Accounts Officer,
EMPLOYEES' STATE INSURANCE CORPORATION.
Common Seal
Employees' State Insurance Corporation,
New Delhi, Dated the 17th February, 1982

APPENDIX—I

Number of Employees Covered upto 30-11-81 and planned to be covered under the Scheme upto 31st March, 1983

Areas	Number of Covered upto 30-11-81	Employees to be Covered	Planned date of Coverage
1. ANDHRA PRADESH			
(i) Implemented Areas	2,57,200	2,600	1981-82
		2,600	1982-83
(ii) Non-implemented Areas		2,450	1982-83
2. ASSAM			
(i) Implemented Areas	34,000	350	1981-82
		350	1982-83
(ii) Non-implemented Areas		2,250	1982-83
3. BIHAR			
(i) Implemented Areas	1,60,000	1,600	1981-82
		1,600	1982-83
(ii) Non-implemented Areas		13,050	1982-83
4. CHANDIGARH			
(i) Implemented Areas	19,000	—	
(ii) Non-implemented Areas		—	
5. DELHI			
(i) Implemented Areas	2,78,000	2,850	1981-82
		2,850	1982-83
(ii) No -implemented areas	—		

Areas	Number of Covered upto 30-11-81	Employees to be Covered	Planned date of Coverage
6. GUJARAT			
(i) Implemented Areas	5,60,000	5,700	1981-82
(ii) Non-implemented Areas		6,700	1982-83
		11,100	1982-83
7. HARYANA			
(i) Implemented Areas	2,05,500	2,100	1981-82
(ii) Non-implemented Areas		2,100	1982-83
		8,150	1982-83
8. HIMACHAL PRADESH			
(i) Implemented Areas	2,900	--	
(ii) Non-implemented Areas		---	
9. KARNATAKA			
(i) Implemented Areas	3,20,100	3,300	1981-82
(ii) Non-implemented Areas		3,300	1982-83
		3,150	1982-83
10. KERALA & MAHE			
(i) Implemented Areas	3,00,100	3,300	1981-82
(ii) Non-implemented Areas		3,300	1982-83
		1,000	1982-83
11. MADHYA PRADESH			
(i) Implemented Areas	1,78,500	1,800	1981-82
(ii) Non-implemented Areas		1,800	1982-83
		5,700	1982-83
12. MAHARASHTRA			
(i) Implemented Areas	15,35,000	15,750	1981-82
(ii) Non-implemented Areas		18,000	1982-83
		19,550	1982-83
13. ORISSA			
(i) Implemented Areas	1,21,000	1,250	1981-82
(ii) Non-implemented Areas		1,250	1982-83
		9,300	1982-83
14. PONDICHERRY			
(i) Implemented Areas	17,000	--	
(ii) Non-implemented Areas		---	
15. PUNJAB			
(i) Implemented Areas	1,81,400	1,850	1981-82
(ii) Non-implemented Areas		1,850	1982-83
		2,700	1982-83
16. RAJASTHAN			
(i) Implemented Areas	1,40,800	1,400	1981-82
(ii) Non-implemented Areas		1,400	1982-83
		3,950	1982-83
17. TAMIL NADU			
(i) Implemented Areas	4,87,500	4,850	1981-82
(ii) Non-implemented Areas		5,850	1982-83
		9,400	1982-83
18. UTTAR PRADESH			
(i) Implemented Areas	4,66,000	4,750	1981-82
(ii) Non-implemented Areas		5,750	1982-83
		13,400	1982-83
19. WEST BENGAL			
(i) Implemented Areas	10,75,800	11,000	1981-82
(ii) Non-implemented Areas		12,000	1982-83
TOTAL	63,59,700	64,450	1981-82
		1,75,850	1982-83

APPENDIX—II

STATEMENT SHOWING PER CAPITA INCOME AND EXPENDITURE

Year	Amount per annum per employee		
	Contributions income	Expenditure on Revenue Account (excluding the amounts transferred to Capital Construction and Emergency Reserve Funds)	Margin
	Rs.	Rs.	Rs.
1970-71	123	117	6
1971-72	131	118	13
1972-73	145	104	41
1973-74	153	121	32
1974-75	146	125	21
1975-76	162	141	21
1976-77	236	151	85
1977-78	239	177	62(a)
1978-79	258	207	51
1979-80	271	234	37
1980-81	292	277	15(b)
1981-82 (Estimates)	296	302	(—) 6
1982-83 (Estimates)	300	308	(—) 8

(a) The surplus in respect of Permanent Disablement Benefit and Dependents' Benefit disclosed in the valuation as on 31-3-74, has been adjusted in the expenditure (Capitalised value) for 1977-78. If the actual capitalised value for 1977-78 without adjusting the surplus is taken into account, the per capita expenditure would increase by about Rs. 5 and thus bring down the per capita margin from Rs. 62 to Rs. 57.

(b) Excludes the incidence of one-time adjustment of Rs. 4,30.00 lakhs in respect of increase granted in respect of cases of Permanent Disablement Benefit and Dependents' Benefit where disablement or death occurred prior to 1-4-1980.

APPENDIX—III-A

Approximate Per Capita Revenue Income anticipated during the year 1980-81, 1981-82, 1982-83 and 1983-84.

	1979-80 (Actuals)	1980-81 (Actuals)	1981-82	1982-83	1983-84
Per Capita Income in Rupees					
1. Income from Contributions	271	292	296	300	305
2. Income from interest on non-earmarked reserve funds (Emergency Reserve Fund & Investment of General Cash Balance) includes interest accrued on investments under Re-investment Plan which will be paid actually on maturity of Fixed Deposits	27	30	34	38	42
3. Recoveries from State Governments :					
(a) Share of Delhi Administration in the expenditure on medical care & compensation by those State Govts. where the incidence of sickness benefit exceeds the all-India average	2	6	6	6	6
(b) Rent for ESI Hospital and Dispensary Buildings	6	6	7	7	8
Total income per capita	306	334	343	331	361

APPENDIX—III-B

Approximate per Capita Revenue Expenditure anticipated during the year 1980-81, 1981-82, 1982-83 and 1983-84.

Per Capita Expenditure in Rupees	1979-80	1980-81	1981-82	1982-83	1983-84
1. Expenditure on Revenue Account excluding the amount transferred to Capital Construction and Emergency Reserve Funds.	234	277	302	308	314
2. Amount transferred to Capital Construction Reserve Fund @ 10% on Contribution income.	27	29	30	30	32
3. Amount transferred to Emergency Reserve Fund.	5	2	—	2	2
4. Additional Expenditure on account of					
(a) Enhancement of the exemption limit for payment of Employees' Contribution from wage group of Rs. 2/- per day to the wage group below Rs. 6/- per day		—	—	3	3
(b) Invalidity Benefit					
(c) Reimbursement of Funeral Expenses		—	—	7	10
Total per capita Revenue Expenditure on the Scheme.	266	308	332	350	361

PERFORMANCE BUDGET 1982-83

PERFORMANCE BUDGET OF THE EMPLOYEES' STATE INSURANCE CORPORATION FOR THE YEAR 1982-83

Introductory :

The Employees' State Insurance Corporation established under the Employees' State Insurance Act, 1948, provided for certain benefits to employees in contingencies of sickness, maternity and employment injury.

Coverage :

2. The Employees' State Insurance Act, 1948 applies to all non-seasonal factories using power wherein 20 or more persons are employed for wages. The Scheme is being implemented in a phased manner area-wise. The Scheme is being further extended to new classes of establishments, namely, power using factories employing 10—19 persons and non-power using factories, shops, cinemas including review theatres, hotels, restaurants, road motor transport undertakings and newspaper establishments employing 20 or more persons.

The employees employed in factories and establishments, as mentioned above, and in receipt of wages not exceeding Rs. 1,000/- per month, are covered under the Act.

Principal Objects of the Scheme :

3. The Scheme provides for medical care and treatment, cash benefits during sickness, maternity and employment injury and pension to dependants on the death of insured workers due to the employment injury and payment towards the expenditure on funeral of an insured person. Medical care is also provided to the members of the families of employees.

Wherever the Employees' State Insurance Scheme has been implemented, the employers are absolved of their liability under the Workmen's Compensation Act, 1923, and the Maternity Act, 1961.

Administration :

4. The Employees' State Insurance Scheme is administered by a corporate body called the Employees' State Insurance Corporation, which has members representing employers, employees, Medical Profession the Central and State Governments and the Parliament. A Standing Committee constituted from among the members of the Corporation, acts as the Executive Body for the administration of the Scheme. Their

is also a Medical Benefit Council to advise the Corporation regarding matters connected with the provisions of the medical benefit.

The provisions of medical care under the Employees' State Insurance Scheme is the responsibility of the State Government except in Delhi where the Corporation itself arranges medical care.

Finance :

5. The Employees' State Insurance Scheme is mainly financed by the employers' and employees' contributions. The rates of weekly contribution by employees vary from 40 Paise to Rs. 3.75 depending on the wage group to which they belong. Those earning less than Rs. 2/- per day are not required to pay any contribution.

The Employers' contribution works out to about 4.35% of the wages. The employees' contribution is 2.17% of the wages. The expenditure on medical care is shared between the Employees' State Insurance Corporation and the State Government in the agreed ratio of 7 : 1. The Corporation does not receive any financial assistance from the Central Government. Since the Corporation is a service organisation, there is no element of profitability in the running of the Employees' State Insurance Scheme.

Extension of the Scheme :

6. The total coverage of employees as on 31-3-1981 was 63,32,200. During the period 1st April, 1981 to 30th November, 1981, the Scheme has been extended to cover 0.23 lakh more employees. Medical care has also been extended to 0.32 lakh more family (insured persons) units. The total coverage of employees under the Scheme as on 30th November, 1981 stood at 63.60 lakhs. The total number of beneficiaries for medical benefit is estimated at 2,82.02 lakhs and 2,90.35 lakhs is the Revised Estimates 1981-82 and Budget Estimates 1982-83 respectively (inclusive of insured persons and their family members).

7. The following table gives the statistical data relating to performance and work handled

Nature of information			1980-81 (Actuals)	1981-82 (Revised)	1982-83 (Budget)
1.	Number of Centres	411 487 572			
2.	Number of employees covered.		63.32 lakhs	64.24 lakhs	66.00 lakhs
3.	Number of Insured Persons entitled to Medical Care.		71.62 lakhs	72.68 lakhs	74.83 lakhs
4.	Number of family members to whom Medical Care been extended :				
	(a) Excluding the Insured Persons		206.26 lakhs	209.34 lakhs	215.52 lakhs
	(b) Including the Insured Persons		277.88 lakhs	282.02 lakhs	290.35 lakhs
5.	Number of Hospitals				
	General		62	71	77
	T.B.		8	8	9
	Number of Annexes				
	General		21	25	28
	T.B.		14	14	15
6.	(a) Number of beds (including beds in Govt. & other recognised hospitals)		20,505	22,317	23,671
	Number of beds Commissioned (as on 31-3-1981)				
	In Hospitals				
	General		13,482	14,972	16,012
	T.B.		1,470	1,470	1,470
	In Annexes				
	General		404	484	536
	T.B.		306	306	326
	No. of beds Reserved		4,843	5,085	5,327
	(b) Number of beds under construction		3,294	1,570	1,112
7.	(a) Number of Dispensaries.		1,072	1,124	1,179
	(b) Number of Panel Clinics		4,667	4,900	5,134
	(c) Number of Specialist Centres		250	262	275
8.	Number of patients treated :				
	Number of cases admitted in Hospitals		2.77 lakhs	3.42 lakhs	3.97 lakhs
	Attendance at dispensaries (both Insured Persons and Family members) :				
	(i) New Cases		3,29.20 lakhs	3,56.00 lakhs	3,92.00 lakhs
	(ii) Old Cases		6,00.48 lakhs	6,46.00 lakhs	7,04.00 lakhs
9.	Number of persons in receipt of cash allowance (i.e., number of employees eligible for employment injury benefit).		63.32 lakhs	64.24 lakhs	66.00 lakhs
10.	Number of dependants in receipt of pension (i.e., number of beneficiaries for Dependant's Benefit)		19,470	21,564	24,082
11.	Staff strength (including staff employed on the Scheme in the States)				
	Medical Personnel		23,295	24,465	25,628
	Other Personnel		30,835	32,718	33,814
12.	Annual Receipts		Rs. 1,93,21.53 lakhs	Rs. 2,01,47.88 lakhs	Rs. 2,33,45.26 lakhs
13.	Annual Revenue Expenditure		Rs. 1,88,05.88 lakhs	Rs. 2,01,47.88 lakhs	Rs. 2,30,93.92 lakhs
14.	Capital Expenditure on acquisition of sites and construction of buildings for offices, dispensaries and hospitals :				
	During the year		Rs. 10,40.62 lakhs	Rs. 10,22.00 lakhs	Rs. 12,30.00 lakhs
	Progressive Expenditure		Rs. 83,20.73 lakhs	Rs. 93,42.73 lakhs	Rs. 1,05,72.73 lakhs
15.	Capital Expenditure on purchase of Staff Cars		—	Rs. 1.78 lakhs	—

8. Comparative analysis of the Revised Estimates and Actuals for 1980-81 and (b) Budget Estimates and Revised Estimates 1981-82 is as follows :

(a)

Sl. No.	Nature of information	Revised Estimates 1980-81	Actuals 1980-81	Variation
1.	No. of Centres	418	411	(-) 7
2.	(a) No. of Employees Covered	61.66 lakhs	63.32 lakhs	(+) 1.66 lakhs
	(b) No. of Insured Persons	70.73 lakhs	71.62 lakhs	(+) 0.89 lakhs
3.	No. of family members to whom medical care has been extended	2,03.70 lakhs	2,06.26 lakhs	(+) 2.56 lakhs
4.	No. of hospitals and Annexes constructed	117	105	(-) 12 (A)
5.	No. of hospital beds	21,287	20,505	(-) 782 (A)
6.	No. of dispensaries	1,080	1,072	(-) 8
7.	Revenue Receipts	Rs. 1,91,78.67 lakhs	Rs. 1,93,21.53 lakhs	(+) Rs. 1,42.86 lakhs
8.	Revenue Expenditure	Rs. 1,88,28.77 lakhs	Rs. 1,88,05.88 lakhs	(-) Rs. 22.89 lakhs
9.	Capital Expenditure	Rs. 8,50.00 lakhs	Rs. 10,40.62 lakhs	(+) Rs. 1,90.62 lakhs (B)

(A) The shortfalls in construction of hospitals and provision of beds were due to slow progress of construction works, which is the responsibility of the State Governments.

(B) The excess is mainly on account of payment of advances for construction works sanctioned during the earlier year.

(b)

Sl. No.	Nature of information	Budget Estimates 1981-82	Revised Estimates 1981-82	Variation
1.	No. of Centres	448	487	(+) 39
2.	(a) No. of Employees Covered	63.32 lakhs	64.24 lakhs	(+) 0.92 lakhs
	(b) No. of Insured Persons	72.54 lakhs	72.68 lakhs	(+) 0.14 lakhs
3.	No. of family members to whom medical care has been extended.	2,08.95 lakhs	2,09.34 lakhs	(+) 0.39 lakhs
4.	No. of hospital and Annexes Constructed	126	118	(-) 8 (C)
5.	No. of Hospital beds	22,941	22,317	(-) 624 (C)
6.	No. of dispensaries	1,130	1,124	(-) 6
7.	Annual Revenue Receipts	Rs. 2,02,41.47 lakhs	Rs. 2,01,47.88 lakhs	(-) 93.59 lakhs (D)
8.	Annual Revenue Expenditure	Rs. 1,96,48.59 lakhs	Rs. 2,01,47.88 lakhs	(+) 4,99.29 lakhs (E)
9.	Capital Expenditure	Rs. 8,50.60 lakhs	Rs. 10,23.78 lakhs	(+) Rs. 1,73.17 lakhs (F)

(C) See foot-note (A) above.

(D) The decrease is mainly on account of (i) deduction of interest (Rs. 53.55 lakhs) payable to the subscribers to the ESIC Provident Fund, and (ii) re-investment on maturity of the investments yielding monthly interest, under the "Re-investment Plan", which yield cumulative interest on the completion of the fixed term.

(E) The increase is mainly on account of (i) the improvement in type of medical care to the families of insured persons; (ii) the trend towards an increase in the average number of benefit days per annum per employee due to tax certification and the trend towards an increase in the average amount of daily rate of Sickness Benefit and Temporary Disablement Benefit, and (iii) the grant of 4 more instalments of Additional Dearness Allowance during 1981-82 and additional provision of Ad-hoc payment of wages (Bonus).

(F) The increase is mainly on account of increased cost of inputs for construction works.

9.1 The financial requirements of the Corporation for the current financial year 1981-82 and the next financial year 1982-83, are given below :

A. Programme/Activity-wise Classification	1980-81 Actuals	1981-82 Revised Estimates	1982-83 Budget Estimates
	(Rupees in lakhs)		
Medical Benefit	71,78.51	81,22.68	86,77.33
Cash benefits	80,41.45	90,75.28 (G)	93,75.81
Other benefits	21.68	27.79	29.07
Direction, Superintendence and Field work	14,10.42	15,74.30	16,84.57 (H)
Depreciation, Repairs and Maintenance of Hospitals and Dispensary Buildings.	2,32.08	3,08.65	3,30.14
Non-activity expenditure			
Allocation to Capital Construction and Emergency Reserve Funds	19,21.74	10,39.18 (I)	29,97.00 (I)
TOTAL REVENUE EXPENDITURE	1,88,05.88	2,01,47.88	2,30,93.92
Capital Expenditure on acquisition of sites and construction of buildings for offices, Dispensaries/Hospitals.	10,40.62	10,22.00	12,30.00
Other Capital Expenditure.	—	1.78	—
Expenditure on providing medical care to beneficiaries	71,78.51	81,22.68	86,77.33
Payments of Cash Benefits	80,41.45	90,75.28	93,75.81
		(J)	
Other Benefits	21.68	27.79	29.07
Salaries and other Administrative Expenditure			
Salaries (including Travelling Expenses and Bonus)	10,54.04	12,34.75	13,07.10
Stationery and Forms	75.41	81.25	91.50
Rent, Rates and Taxes	55.43	62.00	69.60
Insurance Courts and legal charges	5.53	10.48	12.80
Maintenance of staff cars	2.24	2.50	4.32
Purchase of typewriters calculating machines, Adrema machines, Office furniture and other equipment.	17.26	19.55	20.55
Publicity and Advertising	1.19	1.70	2.27
Charges for maintaining Banking Account	0.32	0.41	0.43
Other office expenses	59.90	60.80	68.44
Depreciation, repairs and maintenance of office buildings, including staff quarters and depreciation of staff cars.	20.40	27.16	33.21
Retirement Benefits (including Provident Funds)	68.18	70.90	71.50
Depreciation, repair and maintenance of Hospitals and Dispensary Buildings, including staff quarters.	2,32.08	3,08.65	3,30.14
Allocation to Capital Construction Reserve Fund	17,92.83	9,44.00	28,97.00
		(K)	(K)
Allocation to Emergency Reserve Fund	1,28.91	95.18	1,00.00
TOTAL REVENUE EXPENDITURE	1,88,05.88	2,01,47.88	2,30,93.92
Capital Construction Works:			
Office Buildings (including staff quarters)	73.28	1,64.00	2,18.04
Hospital and Dispensary Buildings	9,67.34	8,58.00	10,12.00
Total Capital Construction works	10,40.62	10,22.00	12,30.00
Other Capital Expenditure	—	1.78	—
C. Source of Finance			
Revenue Receipts			
Employees' and Employer's Contributions	1,79,76.57	1,88,80.00	1,95,30.00
Rent of buildings	4,86.15	5,51.09	6,30.01
Interest on Investments, Loans and Advances	4,62.48	3,05.95	27,82.13
Other Revenue Receipts	3,96.33	4,10.84	4,03.12
TOTAL	1,93,21.53	2,01,47.88	2,33,45.26
Capital Expenditure:			
Capital construction Reserve Fund	17,92.83	9,44.00	28,97.00
		(L)	(L)
Staff Cars	—	1.78	—

(G) See foot-note (E) (ii) on page 55.

(H) See foot-note (E) (iii) on page 55.

(I) Provision for Capital Construction Reserve Fund for 1981-82 made 5% of the contribution income. The shortfall has been made good in the Budget Estimates 1982-83.

(J) See foot-note (F) (ii) on page 55

(K) See foot-note (I) above.

9.2 The statement in Annexure II show the incidence of expenditure per capital under main heads of expenditure.

EXPLANATION OF FINANCIAL REQUIREMENTS

10. The financial requirements of the Corporation may be classified broadly under the following heads:—

- I. Medical Benefits.
- II. Cash Benefits and other Benefits.
- III. Direction, Superintendence and Field Work.
- IV. Depreciation, Repairs and Maintenance of Hospitals and Dispensaries.
- V. Capital Construction Works.

These are further detailed in the following paragraphs. There are in-built norms, yardsticks, ceilings and statutory rates by which the expenditure of the Corporation is regulated.

During the year 1981-82, the Corporation has made further strides of considerable significance towards improving the quality and efficiency of service the beneficiaries. Increasing the efficiency of the service and improving the benefits, is a continuous process.

I Medical Benefits :

11.1 The expenditure on Medical Benefits is shown below:—

1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
Rs. 71,78.51 lakhs	Rs. 81,22,68 lakhs	Rs. 86,77.33 lakhs

(L) See foot-note above

11.2 The expenditure on this activity is initially incurred by the State Governments, who are in administrative control of the Medical care except in the Union Territory of Delhi. The Corporation pay its share on quarterly basis on receipt of expenditure statements from the State Governments. In order to ensure effective control, the Corporation has fixed ceiling on expenditure for different categories of medical care and has entered into rate contracts with manufacturers of drugs in respect of more than 500 medicines, injections and drugs for operation by the State Governments. Any expenditure incurred by the State Government over and above the ceilings is borne

exclusively by them and such excess expenditure is not reflected in the Corporation's budget.

II. Cash Benefits and other Benefits.

12.1 The expenditure on Cash Benefits is given below:—

1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
(Rupees in lakhs)		
80,41.45	90,75.28	93,75.81

12.2 The eligibility for different categories of Cash Benefits except employment injury benefits is dependent on the number of contributions paid/payable by the employees and the rate of their wages. Roughly, the Cash Benefit on account of Sickness comes to 50% of the wages, in case of disablement and Dependant's Benefit it works out to 70% of the wages and roughly full wages are paid in the case of Maternity Benefit to female insured workers. Funeral expenses are paid upto the amount of Rs. 100/- in the event of death of an insured person.

12.3 These benefits are paid to the Insured Persons or their beneficiaries directly by the Corporation through its Local Offices/Pay Offices which are located in almost all the Industrial Centres where the Scheme has been implemented. The number of such offices was 707 on 31st March, 1981, as against 694 a year earlier. The incidence of expenditure on cash benefits depends on a variety of factors e.g. state of health, industrial peace and the awareness of the workers about their entitlement to the benefits, etc. It is, therefore not possible to fix any physical targets. In all 95.05 lakhs payments (including 13,378 claims relating to lump-sum payments in respect of requests for commutation of permanent disablement claims) were effected during the year 1980-81. There were 9.58 lakhs more than during the preceding year. On the average, 7.92 lakhs payment were effected every month as against 7.12 lakhs payments during 1979-80. The number of payments per employee has increased from 1.17 in 1976-77 to 1.33 in 1977-78, 1.43 in 1978-79 1.48 in 1979-80 and 1.60 in 1980-81.

12.4 The break-up of expenditure under the different categories of Cash Benefits is given in the following table:—

	Actuals	1980-81	Revised	Estimates	Budget Estimates	
				1981-82	1982-83	
	Weighted average of No. of employees (figures in lakhs)	Amount (in lakhs of rupees)	Weighted average of No. of employees (figures in lakhs)	Amount (in lakhs of rupees)	Weighted average of No. of employees (figures in lakhs)	Amount (in lakhs of rupees)
Sickness Benefit	59.47	49,30.75	62.01	58,80.70	64.59	59,60.58
Extended Sickness Benefit	59.47	3,81.03	62.01	4,41.58	64.69	4,61.16
Maternity Benefit	59.57	2,11.06	62.01	2,15.37	64.69	2,21.68
Temporary Disablement Benefit	61.58	8,66.57	63.78	11,97.77	65.12	12,39.15
Permanent Disablement Benefit	61.58	11,70.87	63.78	10,14.84	65.12	10,94.53
Dependant's Benefit	61.58	4,70.95	63.78	3,14.82	65.15	3,77.84
Funeral Benefit	61.58	10.22	63.78	10.20	65.12	10.87
Invalidity Benefit	61.58	—	63.78	—	65.12	10.00

Other Benefits :

13.1 The expenditure on other Benefits is as under :—

1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
(Rupees in lakhs)		
21.68	27.79	29.07

13.2 This activity embraces the payment of fees to the member of Medical Boards and Appellate Medical Tribunals, payments of conveyance charges and compensation for loss of wages to Insured Workers when they are required to appear before Medical Referee, Medical Board or Appellate Medical Tribunal.

III. Direction, Superintendence and Field Work

14.1 The Budget provision is in respect of the salary etc., of the Officers and staff of the employees of the Corporation and other expenditure on establishment.

14.2

	Actual Number as on 31-3-1981	Estimated Number as on 31-3-1982	Estimated Number as on 31-3-1983
Officers	502	560	562
Other Personnel	11,193	11,017	11,100

IV. Depreciation, Repairs and Maintenance of Hospitals and Dispensary buildings :

15. The expenditure on repairs and maintenance (including depreciation) of the Corporation's hospital and dispensary buildings is shown below :

	1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
			(Rupees in lakhs)
Hospitals/ Dispensaries/ Annexes	2,32.08	3,08.65	3,30.14

The figures represent the amounts transferred/transferable to the respective Reserve Funds in accordance with the percentage fixed for the purpose. The expenditure is actually incurred from the Reserve Fund.

V. Capital Construction Works :

16.1 The following provisions would be necessary for capital construction works :

	1980-81 (Actuals)	1981-82 (Revised Estimates)	1982-83 (Budget Estimates)
			(Rupees in lakhs)
Office Buildings (including staff quarters)	73.28	1,64.00	2,18.00

1980-81
(Actuals)1981-82
(Revised
Estimates)1982-83
(Budget
Estimates)

(Rupees in lakhs)

Hospitals and Dispensaries (including staff quarters).	9,67.34	8,58.00	10,12.00
Total	10,40.62	10,22.00	12,30.00

16.2 The statement in Annexure-II indicates the progress of construction in respect of projects which are under construction.

16.3 The position of Capital Construction programme for hospital beds, dispensaries and office buildings, together with the information about funds sanctioned, funds placed at the disposal of construction agencies and approximate amount that will be required is given below :—

	Number
(A) Hospital beds	
Number of beds admissible as per norms (on the basis of No. of employees as on 31-3-1981)	25,328
Number of beds already constructed (Nov., 1981) (77 hospitals and 36 annexes)	16,984
Number of beds under construction (Nov., 1981) (22 hospitals and 7 annexes)	2,710
Number of beds already agreed (53 new hospitals)	4,250
Number of beds still required	1,384
(B) Number of dispensaries at present eligible for construction	1,073
Number of dispensaries that may be required in Panel areas in the event of replacement of Panel System	450
TOTAL NUMBER OF DISPENSARIES	1,523
Number of dispensaries constructed	219
Number of dispensaries under construction (as on 30-9-1981)	44
Number of dispensaries yet to be constructed.	1,260
(C) Financial outlay in case of (A) and (B) above	
Amount sanctioned upto Sept. 1981.	Rs. 1,09,72.55 lakhs
Amount released upto September, 1981.	Rs. 83,34.41 lakhs
Balance liability	Rs. 26,38.14 lakhs
Additional liability for projects to be constructed :	
(i) Hospital beds 5,634 beds × Rs. 1,12,68.00 lakhs Rs. 2.00 lakhs cost of each bed.	
(ii) 1,260 dispensaries × Rs. 12.00 lakhs cost of each dispensary	Rs. 1,51,20.00 lakhs
(iii) Convalescent Homes	Rs. 5,00.00 lakhs
(iv) Outlay for office buildings and staff quarters.	Rs. 30,00.00 lakhs
TOTAL LIABILITY	Rs. 3,25,26.14 lakhs

The State Government and the Regional Directors have been requested to pursue a crash programme for construction. A periodical review is done in this regard, of the progress made in case of projects under construction and also commissioning of the constructed hospitals.

16.4 The capital expenditure on the acquisition of sites and construction of buildings for dispensaries and hospitals including

staff quarters upto 30th September, 1981, amounting to Rs 83,34.41 lakhs (including loans of Rs. 3,62.14 lakhs sanctioned to Maharashtra State for construction of Hospitals).

Balance Sheet

17.1 A summary of the Balance Sheet as on 31st March, 1981 is as follows :—

Liabilities	(Rs. in lakhs)	Assets	(Rupees in lakhs)
Excess of Income over expenditure	1,72,72.38	Fixed Assets:	
Reserve Funds	2,24,59.16	Land and Building	67,11.52
Current Liabilities:		Advances for Construction work	15,64.64
Deposits of Securities, Unclaimed deposit in Provident Fund	10.94	Staff Cars	5.65
Miscellaneous deposits etc.	21.17	Current Assets :	
		Loans to Maharashtra Govt., Advances to employees and advance for the repairs & maintenance of buildings etc.	7,89.03
		Cash in transit	(—) 23.50
		Investment of Reserve Funds	1,65,72.10
		Cash Balance and Investment of General	1,41,44.21
		Cash Balance	
TOTAL	3,97,63.65	TOTAL	3,97,63.65

17.2 In terms of Section 37 of the Employees' State Insurance Act, 1948, the Corporation shall, at intervals of five years, have a valuation of its assets and liabilities made by a valuer appointed

with the approval of the Central Government. The valuation for the quinquennium ending 31st March, 1979, by a valuer appointed for the purpose, is in progress.

ANNEXURE—I

Statement showing State-wise position of coverage number of (1) covered employees, (2) Insured Persons (3) Family (Insured Persons) Units under Employees' State Insurance Scheme as on 31-3-1981.

Sl. No.	State (with number of Centres)	Number of— (1) Covered employees (2) Insured Persons (3) Family (I.P.)Units.	Number of Insured Women	Total number of Beneficiaries	Number of employees yet to be covered [Sec. 2 (12) only]
1	2	3	4	5	6
1.	Andhra Pradesh (44)	(1) 2,55,000 (2) 2,76,000 (3) 2,76,000	31,750	10,70,900	19,000
2.	Assam (14) Arunachal Pradesh Meghalaya Nagaland and Tripura.	(1) 34,000 (2) 37,000 (3) 37,000	1,950	1,43,550	12,000
3.	Bihar (29)	(1) 1,60,000 (2) 1,91,000 (3) 1,91,000	20,050	7,41,100	1,60,000
4.	Chandigarh (1)	(1) 19,000 (2) 22,000 (3) 22,000	1,100	85,360	—
5.	Delhi (1)	(1) 2,78,000 (2) 3,47,000 (3) 3,47,000	23,600	13,46,350	—

Sl. No.	State (with number of Centres)	Number of— (1) Covered employees (2) Insured Persons (3) Family (I.P) Units	Number of Insured Women	Total number of Beneficiaries	Number of employees yet to be covered [sec. 2(12) only]
1	2	3	4	5	6
6.	Gujarat (15)	(1) 5,60,000 (2) 5,94,000 (3) 5,94,000	35,650	23,04,700	1,34,000
7.	Haryana (19)	(1) 2,05,000 (2) 2,53,000 (3) 2,53,000	19,000	9,81,650	15,500
8.	Himachal Pradesh (1)	(1) 1,200 (2) 1,300 (3) 1,300	50	5,050	4,200
9.	Jammu & Kashmir (—)	(1) — (2) — (3) —	—	—	11,600
10.	Karnataka (20)	(1) 3,20,000 (2) 3,59,000 (3) 3,59,000	38,800	13,92,900	26,500
11.	Kerala and Mahe (34)	(1) 3,20,000 (2) 3,40,000 (3) 3,40,000	1,13,900	13,19,200	1,100
12.	Madhya Pradesh (23)	(1) 1,75,000 (2) 2,17,000 (3) 2,17,000	15,200	8,41,950	81,000
13.	Maharashtra :				
	(i) Bombay Area (1)	(1) 11,70,000 (2) 12,40,000 (3) 12,40,000	76,900	48,11,200	14,500
	(ii) Goa (7)	(1) 20,000 (2) 22,000 (3) 22,000	1,350	85,350	—
	(iii) Nagpur Area (10)	(1) 85,000 (2) 90,500 (3) 90,500	2,600	3,51,150	23,500
	(iv) Poona Area (15)	(1) 2,57,000 (2) 2,73,000 (3) 2,73,000	13,650	10,59,250	38,500
14.	Orissa (26)	(1) 1,21,000 (2) 1,28,500 (3) 1,28,500	15,400	4,98,600	42,000
15.	Pondicherry (1)	(1) 17,000 (2) 18,500 (3) 18,500	1,450	71,800	—
16.	Punjab (27)	(1) 1,80,000 (2) 2,25,000 (3) 2,25,000	11,250	8,73,000	9,600
17.	Rajasthan (23)	(1) 1,40,000 (2) 1,75,000 (3) 1,75,000	15,400	6,79,000	5,800
18.	Tamil Nadu (44)	(1) 4,75,000 (2) 5,12,000 (3) 5,12,000	56,300	19,86,550	35,000
19.	Uttar Pradesh (47)	(1) 4,65,000 (2) 5,00,000 (3) 5,00,000	9,000	19,40,000	33,200
20.	West Bengal (9)	(1) 10,75,000 (2) 13,40,000 (3) 13,40,000	40,200	51,99,200	1,68,000
21.	All India (411)	(1) 63,32,200 (2) 71,61,800 (3) 71,61,800	5,44,550	277,87,800	8,35,000

ANNEXURE—II

Employees' State Insurance Scheme Per Capita expenditure under different heads

	Actuals 1979-80	Actuals 1980-81	Revised 1981-82	Budget 1982-83
	Rs.	Rs.	Rs.	Rs.
I. Cash Benefits				
Sickness Benefit (including Extended Sickness Benefit)	74.56	89.32	101.95	99.28
Temporary Disablement Benefit	11.76	14.07	18.78	19.03
Permanent Disablement Benefit	11.03	19.01(a)	15.91	16.81
Dependant's Benefit	2.99	7.65(b)	4.94	5.80
Maternity Benefit	3.43	3.55	3.47	3.43
Funeral Benefit	0.17	0.17	0.16	0.17
Other Benefit	0.29	0.35	0.44	0.45
Invalidity Benefit	—	—	—	0.15
Total—Cash Benefits	104.23	134.12	145.65	145.12
II. Expenditure on Medical Care (Corporation's Share)	107.32	115.81	126.53	132.28
III. Administration Expenses	19.27	22.90	24.68	25.86
IV. Hospital, Dispensaries (Repairs, Maintenance and Depreciation)	3.16	3.77	4.84	5.07
V. Total Per Capita expenditure	233.98	276.60	301.70	308.33

(a) Excludes the amount of one-time adjustment (Rs. 2,70.42 lakhs) on account of increase granted with effect from 1-4-1980 in respect of cases occurring prior to 1-4-1978.

(b) Excludes the amount of one-time adjustment (Rs. 1,59.58 lakhs) on account of increase granted with effect from 1-4-1980 in respect of cases occurring prior to 1-4-1978.

Note:—The incidence in this statement has been worked out on the basis of actual number of employees exposed to risk.

ANNEXURE—III

STATEMENT SHOWING THE PROGRESS OF ESI WORKS UNDER CONSTRUCTION

Sl. No.	Name of the work/Location	Amount sanctioned (Rs. in lakhs)	Date of commencement of work	Physical Target likely to be achieved in 1981-82	Expected year of completion
1.	50 bedded ESI Hospital Rajahmundry (Andhra Pradesh)	46.57	1980	60%	1982-83
2.	50 bedded ESI Hospital Gauhati (Assam)	56.05	Aug., 77	80%	1982-83
3.	50 bedded ESI Hospital Ranchi (Bihar)	29.91	—	20%	..
4.	50 bedded ESI Hospital Kalol (Gujarat)	37.60	15-3-78	80%	1982-83
5.	50 bedded ESI Hospital Rajkot (Gujarat)	38.89	11-3-78	80%	1982-83
6.	150 bedded ESI Hospital (Surat Gujarat)	90.75	25-8-77	80%	1982-83
7.	100 bedded ESI Hospital Feroke (Kerala)	41.28	—	20%	—
8.	300 bedded ESI Hospital Indiranagar Bangalore (Karnataka)	185.01	1-5-78	70%	1982-83
9.	120 bedded ESI Hospital Sholapur (Maharashtra)	111.22	1979	50%	1983-84
10.	60 bedded ESI Hospital Kota (Rajasthan)	81.02	1980	50%	1983-84
11.	100 bedded ESI Hospital Agra (U.P.)	163.19	Sept. 76	100%	1981-82
12.	100 bedded ESI Hospital Ghaziabad (U.P.)	148.67	Jan. 78	100%	1981-82
13.	50 bedded ESI Hospital Saharanpur (U.P.)	27.69	1980	60%	1982-83
14.	250 bedded ESI Hospital Bandal (West Bengal)	237.69	Aug. 76	100%	1981-82
	(i) 40 additional beds in existing ESI Hospital, Mangalore (Karnataka)	17.20	1980	70%	1982-83
	(ii) 100 additional beds in existing ESI Hospital Pondunagar, Kanpur (U.P.)	31.89	1980	50%	1982-83

E.S.I. ANNEXES :

1.	20 bedded ESI Annexe Tinsukia (Assam)	22.85	25-8-77	60%	1982-83
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Sl. No.	Name of the work/Location	Amount sanctioned (Rs. in lakhs)	Date of Commencement of work	Physical Target likely to be achieved in 1981-82	Expected year of completion
1	2	3	4	5	6
2.	12 bedded ESI Annexe alongwith dispensary Pinjore (Haryana)	Provision made under ESI dispensary	29-10-80	—	1982-83
3.	20 bedded ESI Annexe Gulbarga (Karnataka)	2.48	5-10-75	100%	1981-82
4.	24 bedded ESI Annexe Sitapur (U.P.)	2.46	June 77	100%	1981-82
5.	12 bedded ESI Annexe Unnao (U.P.)	1.43	Dec. 76	100%	1981-82
6.	12 bedded ESI Annexe Etawa (U.P.)	1.38	29-10-77	100%	1981-82
7.	20 bedded ESI Annexe Kolliver (Bihar)	2.91	1981	25%	1982-83

E.S.I. DISPENSARIES:

1.	5 Dr. Dispy. Mallapally Hyderabad (Andhra Pradesh)	11.54	1977	Commissioned with effect from 2-9-80	2-9-80
2.	4 Dr. Dispy., alongwith 50 bedded ESI Hospital Rajahmundry (Andhra Pradesh).	—	1980	60%	1982-83
3.	5 Dr. Dispy., No. I Sanathnagar (Andhra Pradesh)	13.88	1981	20%	1982-83
4.	5 Dr. Dispy., No. II Sanathnagar (Andhra Pradesh)	13.88	1981	20%	1982-83
5.	4 Dr. Dispy. alongwith ESI Annexe, Tinsukia (Assam)	Provision made under ESI Annexe.	25-8-77	Provision made under ESI Annexe.	1982-83
6.	1 Dr. Dispy., Ambona (Bihar)	1.94	—	Construction of Dispensary closed	
7.	5 Dr. Dispy., Monghyr (Bihar)	5.30	Jan. 70	50%	1982-83
8.	6 Dr. Dispy., Kathihar (Bihar)	4.96	1978	100%	1981-82
9.	Dr. Dispy., Laldarwaja (Gujarat)	14.16	25-10-74	100%	1981-82
10.	5 Dr. Dispy., Partapnagar (Gujarat)	9.20	1980	50%	1982-83
11.	3 Dr. Dispy. Sector-27 B Faridabad (Haryana)	13.47	1978	100%	1981-82
12.	3 Dr. Dispy. N.H. 5 Faridabad (Haryana)	13.09	12-7-79	100%	1982-83
13.	3 Dr. Dispy. Gurgaon (Haryana)	6.90	1980	60%	1982-83
14.	4 Dr. Dispy. Pinjore (Haryana)	16.30	29-10-80	60%	1982-83
15.	4 Dr. Dispy. No. I Cottenpet Bangalore (Karnataka)	12.60	1978	60%	1982-83
16.	4 Dr. Dispy. No. II alongwith dispy. No. I Cottenpet Bangalore (Karnataka).	—	1978	Provision made under Dispensary No. 1	1982-83
17.	4 Dr. Dispy. Indiranagar Bangalore (Karnataka)	9.27	1978	40%	1982-83
18.	4 Dr. Dispy. Jayanagar, IXth Block, Bangalore (Karnataka)	9.35	18-5-79	40%	1982-83
19.	4 Dr. Dispy. Viveknagar (Karnataka)	9.27	1-6-79	40%	1982-83
20.	4 Dr. Dispy. Jayarajan Colony, Bangalore (Karnataka)	9.27	1-8-79	80%	1982-83
21.	4 Dr. Dispy. Mysore Road, Bangalore (Karnataka)	9.42	1-8-79	80%	1982-83
22.	4 Dr. Dispy. William Town Bangalore (Karnataka)	9.40	1-5-79	90%	1982-83
23.	4 Dr. Dispy. Andogudi Bangalore (Karnataka)	9.35	19-5-79	40%	1982-83
24.	4 Dr. Dispy. Srirampur Bangalore (Karnataka)	9.50	1978	40%	1983-84
25.	4 Dr. Dispy. No. I Anjaneya Swami Temple Bangalore (Karnataka)	9.65	18-5-79	80%	1982-83
26.	4 Dr. Dispy. No. II Anjaneya Swami Temple alongwith Dispy. No. I Bangalore (Karnataka).	—	18-5-79	80%	1982-83
27.	4 Dr. Dispy. Frazer Town Bangalore (Karnataka)	9.95	4-6-79	80%	1982-83
28.	3 Dr. Dispy. Basavangudi Bangalore (Karnataka)	12.60	1981	20%	1982-83
29.	2 Dr. Dispy. Chakai (Kerala)	3.58	1978	30%	1982-83
30.	4 Dr. Dispy. Alagappanagar (Kerala)	8.57	1978	75%	1982-83
31.	4 Dr. Dispy. Chalapuram (Kerala)	5.47	1978	50%	1982-83
32.	3 Dr. Dispy. Parumbavoor (Kerala)	5.38	28-9-77	25%	1982-83
33.	3 Dr. Dispy. Hirakud (Orissa)	14.96	1978	80%	1982-83

1	2	3	4	5	6
34.	3 Dr. Dispy. Gandhinagar (Pondicherry)	16.85	1981	30%	1982-83
35.	5 Dr. Dispy. Madhavapur (Pondicherry)	20.79	1981	30%	1982-83
36.	2 Dr. Dispy. Rajpura (Punjab)	6.71	1980	80%	1982-83
37.	2 Dr. Dispy. Khanna (Punjab)	6.40	1981	35%	1982-83
38.	3 Dr. Dispy. Dhandrikalan (Punjab)	4.61	1978	40%	1982-83
39.	3 Dr. Dispy. Kharar (Punjab)	6.89	1978	60%	1982-83
40.	5 Dr. Dispy. Ambabari (Rajasthan)	7.28	1979	25%	1983-84
41.	2 Dr. Dispy. Ajmer (Rajasthan)	4.60	1979	25%	1983-84
42.	4 Dr. Dispy. Bharatpura (Rajasthan)	7.18	1980	30%	1983-84
43.	5 Dr. Dispy. Thudialur (Tamil Nadu)	13.18	1980	25%	1983-84
44.	5 Dr. Dispy. Juhani Kanpur (U.P.)	8.99	1978	60%	1982-83
45.	3 Dr. Dispy. Satpur Nasik, (Maharashtra)	5.09	17-12-79	100%	1981-82
OFFICE BUILDING AND STAFF QUARTERS					
1.	Local Office Sanathnagar Hyderabad (Andhra Pradesh)	2.64	1980	100%	1981-82
2.	Regional Office Patna (Bihar)	35.00	22-4-78	90%	1982-83
3.	Local Office Panigate Baroda (Gujarat)	3.91	1978	100%	1981-82
4.	Regional Office Binfield Bilore (Karnataka)	57.38	15-11-78	70%	1982-83
5.	Local Office Karathinmanhalli (Karnataka) alongwith ESI Dispensary	—	—	Provision made under dispensary	—
6.	Local Office Sriampuram (Karnataka) alongwith ESI Dispensary	—	—	Provision made under dispensary	—
7.	Local Office Cottonpet (Karnataka) alongwith ESI Dispensary	—	—	Provision made under dispensary	—
8.	Local Office Satpur, Nasik, (Maharashtra) alongwith ESI Dispensary.	2.26	—	Provision made under dispensary	—
9.	Additional 32 type-II staff qrts. Andheri, Versova Bombay, (Maharashtra).	20.58	1979	80%	1981-82
10.	8 Type-D staff qrts. Andheri Versova, Bombay (Maharashtra)	11.80	1981	80%	1982-83
11.	Staff Quarters Ambarnath (Maharashtra)	2.76	1981	70%	1982-83
12.	Local Office Bhudwaria Ujjain (Madhya Pradesh)	1.27	1979	60%	1982-83
13.	Staff quarters Nehrunagar Indore (Madhya Pradesh)	26.70	1979	100%	1981-82
14.	Local Office Burhanpur (Madhya Pradesh)	3.72	1978	80%	1982-83
15.	Local Office and Staff quarters Satna (Madhya Pradesh)	2.66	Aug. 80	100%	1981-82
16.	Mini Local Office and Staff quarters Hirakud (Orissa)	3.09	1979	100%	1981-82
17.	Local Office and Staff quarters Choudwar (Orissa)	4.31	1979	60%	1982-83
		(Work was suspended due to dispute)			
18.	Local Office Brijrajnagar (Orissa)	1.16	1979	60%	1982-83
19.	Regional Office Bhubaneswar (Orissa)	17.96	1978	80%	1982-83
20.	Local Office Guindy (Tamil Nadu)	3.09	28-7-80	80%	1982-83
21.	Regional Office (3 floors Commissioned on 22-1-81) Madras (Tamil Nadu)	65.77	1975	80%	1982-83
		(3 Floors have already been commissioned with effect from 22-1-81)			
22.	Local Office and Staff quarters Mettur (Tamil Nadu)	6.63	1981	30%	1982-83
23.	Local Office Kabari market Kanpur (Uttar Pradesh)	1.89	1978	100%	1981-82
		(Construction completed but the local office has not been commissioned due to non availability of water and electricity)			
24.	Local Office Juhani Kanpur (Uttar Pradesh)	2.75	1981	50%	1982-83
25.	52 Staff quarters Salt lake Calcutta (West Bengal)	30.69	4-4-77	100%	1981-82
26.	Regional Office Annexe Jaipur (Rajasthan)	17.62	25-7-80	30%	1982-83
27.	Local Office and Staff quarters Kota (Rajasthan)	3.76	1981	40%	1982-83

Statement showing the new Projects for which Budget Provision has been made for the year 1982-83

Sl. E.S.I. Hospitals
No.

1. Additional Staff quarters in ESI Hospital, Adoni (Andhra Pradesh).
2. 50 bedded ESI Hospital, Nadiad (Gujarat)
3. 50 bedded ESI Hospital, Cambay (Gujarat)
4. 50 bedded ESI Hospital, Vapi (Gujarat)
5. 50 bedded ESI Hospital, Bahadurgarh, (Haryana)
6. 50 bedded ESI Hospital, Bhopal (M.P.)
7. 50 bedded ESI Hospital, Nagda (M.P.)
8. Additional 50 bedded in ESI Hospital, Gwalior (M.P.)
9. 100 bedded ESI Hospital, Kolhapur (Maharashtra).
10. 50 bedded Convalescent home at Washi (Maharashtra)
11. 50 bedded ESI Hospital, Mandigovindgarh (Punjab)
12. 97 additional bedded in ESI Hospital, Jaipur (Rajasthan)
13. 50 bedded ESI Hospital, Pali (Rajasthan)
14. 50 bedded ESI Hospital, Jodhpur (Rajasthan)
15. 50 bedded ESI Hospital, Bhilwara (Rajasthan)
16. 50 bedded ESI Hospital, Metturdam (Tamil Nadu)
17. 50 bedded ESI Hospital, Sivakasi (Tamil Nadu)
18. 50 bedded ESI Hospital, Trichirapally (Tamil Nadu)
19. 50 bedded ESI Hospital, Aligarh (U.P.)
20. 50 bedded ESI Hospital, Bareilly (U.P.)
21. Construction of 50 bedded convalescent home in ESI Hospital, Modinagar (U.P.)

E.S.I. ANNEXE

1. ESI Ward in ESI Hospital, Sanathnagar (Andhra Pradesh)
2. 50 bedded ESI Annexe in S.M.S. (Medical College) Hospital, Jaipur (Rajasthan)

E.S.I. DISPENSARIES

1. ESI Dispensary, No. I Sanathnagar (Andhra Pradesh)
2. ESI Dispensary, No. II Sanathnagar, Hyderabad (Andhra Pradesh).
3. ESI Dispensary, Margherita (Assam)
4. ESI Dispensary, Nandnagari (Delhi)
5. ESI Dispensary, Inderlck, New Delhi
6. ESI Dispensary, Raghubir Nagar, (Delhi)

7. ESI Dispensary, Silampur (Delhi)
8. ESI Dispensary, Rohtak (Haryana)
9. ESI Dispensary, Village Lakhara, Sonapat (Haryana)
10. ESI Dispensary, Hissar (Haryana)
11. ESI Dispensary, Sector 15-A, Faridabad (Haryana)
12. ESI Dispensary, Sector-28, Faridabad (Haryana)
13. ESI Dispensary, Munireddypalaya (Matahatti) Bangalore (Karnataka).
14. ESI Dispensary, Nanjangud, Bangalore (Karnataka)
15. ESI Dispensary, Basavangudi (Karnataka)
16. ESI Dispensary, Sholapur (Maharashtra)
17. ESI Dispensary, Marol Ind. Area, Andheri (Maharashtra)
18. ESI Dispensary, Ballarpur (Maharashtra)
19. ESI Dispensary, Kumbhari (M.P.)
20. ESI Dispensary, Bardol (Orissa)
21. ESI Dispensary, Ariankuppam (Pondicherry)
22. ESI Dispensary, Batala (Punjab)
23. ESI Dispensary, in ESI Hospital complex Ludhiana (Punjab)
24. ESI Dispensary, No. 2 Pali (Rajasthan)
25. ESI Dispensary, Kishangarh (Rajasthan)
26. ESI Dispensary, Abmathur (Tamil Nadu)
27. ESI Dispensary, Tirunelveli (Tamil Nadu)
28. ESI Dispensary, Ganapathy (Tamil Nadu)
29. ESI Dispensary, Varanasi (U.P.)
30. ESI Dispensary, Churk Mirzapur (U.P.)
31. Additional Staff quarters for ESI Hospital Manicktolla at Saltlake (West Bengal)

OFFICE BUILDING AND STAFF QUARTERS :

1. Staff quarters at Bhubaneshwar (Orissa)
2. Regional Office and Staff quarters Indore (M.P.)
3. Local Office Juhi, Kanpur (U.P.)
4. Local Office Vickramsinghapuram (Tamil Nadu)
5. Local Office Kovilpatti (Tamil Nadu)
6. Mettur (Tamil Nadu)
7. Local Office Ganapathy (Tamil Nadu)
8. Local Office Avadi (Tamil Nadu)
9. Local Office Paravai (Tamil Nadu)
10. Local Office Tiruvattiyur (Tamil Nadu)

[No. G.20017/5/81-HI]

A. K. BHATTARAI, Under Secy.